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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

**MENDOCINO COUNTY NEAR HOPLAND FROM 0.2 km SOUTH OF PIETA CREEK BRIDGE TO RUSSIAN
RIVER BRIDGE**

DISTRICT 01, ROUTE 101

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor
Surcharge and Equipment Rental Rates.**

CONTRACT NO. 01-301704

01-Men-101-9.1/14.8

**Federal Aid Project
ACNH-P101(969)E**

**Bids Open: May 22, 2001
Dated: April 2, 2001**

OSD

IMPORTANT SPECIAL NOTICES

- The bidder's attention is directed to Section 5, containing specifications for "Disputes Review Board," of the Special Provisions, regarding establishing a Disputes Review Board (DRB) for the project.
- Attention is directed to the Notice to Contractor and Section 1, "Plans and Specifications," of the special provisions regarding references to the District and District Director's Office. The Office of the District Director for the Northern Region is located at Marysville.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **Payment Bonds**
Attention is directed to Section 5 of the Special Provisions, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words and Crosswalks
RSP A35A	Portland Cement Concrete Pavement (Undoweled Transverse Joints)
A40	Rumble Strip Details
A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73B	Markers
RSP A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77AA	Metal Beam Guard Railing – Typical Steel Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77CA	Metal Beam Guard Railing – Steel Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
RSP A77G	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT)
A77H	Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
RSP A77L	Metal Beam Guard Railing and Single Faced Barrier Railing Terminal System - End Treatments
A86	Barbed Wire and Wire Mesh Fences
A87	Curbs, Dikes and Driveways
D74B	Drainage Inlets
D74C	Drainage Inlet Details
D77B	Bicycle Proof Grate Details
D78	Gutter Depressions
D86B	Pipe Culvert Headwalls, Endwalls and Warped Wingwalls
D87A	Corrugated Metal Pipe Down drain Details
D87C	Cable Anchorage System
D87D	Overside Drains
D88	Construction Loads On Culverts
RSP D89	Pipe Headwalls
D90	Pipe Culvert Headwalls, Endwalls and Wingwalls -Types A, B and C
D94A	Metal and Plastic Flared End Sections
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and

	Angle Connectors
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Downdrains
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
D99A	Structural Section Drainage System Details
D99B	Edge Drain Outlet and Vent Details
D99C	Edge Drain Cleanout and Vent Details
D102	Underdrains
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T4	Temporary Traffic Screen
T7	Construction Project Funding Identification Signs
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Lane Closure On Multilane Conventional Highways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T15	Traffic Control System for Moving Lane Closure On Multilane Highways
T17	Traffic Control System for Moving Lane Closure On Two Lane Highways
B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
B6-21	Joint Seals (Maximum Movement Rating = 50 mm)
B7-1	Box Girder Details
B8-5	Cast-in-Place Prestressed Girder Details
RSP B11-53	Concrete Barrier Type 25
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-2A	Signal, Lighting and Electrical Systems - Service Equipment
ES-2C	Signal, Lighting and Electrical Systems - Service Equipment Notes, Type III Series
ES-2D	Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-A Series
ES-3C	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-4C	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-5A	Signal, Lighting and Electrical Systems - Detectors
ES-5B	Signal, Lighting and Electrical Systems - Detectors
ES-5E	Signal, Lighting and Electrical Systems - Detectors
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 01-301704

01-Men-101-9.1/14.8

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION
ON STATE HIGHWAY IN MENDOCINO COUNTY NEAR HOPLAND FROM 0.2 km SOUTH OF PIETA CREEK
BRIDGE TO RUSSIAN RIVER BRIDGE**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on May 22, 2001, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR
CONSTRUCTION ON STATE HIGHWAY IN MENDOCINO COUNTY NEAR HOPLAND FROM 0.2 km SOUTH
OF PIETA CREEK BRIDGE TO RUSSIAN RIVER BRIDGE**

General work description: Roadway to be constructed with asphalt concrete over asphalt treated permeable base and aggregate base and, subbase and, concrete box girder bridge to be constructed.

This project has a goal of 10 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-12.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in the special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

Contract No. 01-301704

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated April 2, 2001

MRS

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)

01-301704

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	020495	ASBESTOS SOILS PLAN AND MONITORING	LS	LUMP SUM
2	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
3	070018	TIME-RELATED OVERHEAD	WDAY	300
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
5	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
6	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
7	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
8	120120	TYPE III BARRICADE	EA	6
9	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	16 500
10	120165	CHANNELIZER (SURFACE MOUNTED)	EA	250
11	120300	TEMPORARY PAVEMENT MARKER	EA	1500
12	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
13 (S)	020496	TEMPORARY FLASHING BEACON (SOLAR POWERED)	EA	2
14	129000	TEMPORARY RAILING (TYPE K)	M	3560
15	129100	TEMPORARY CRASH CUSHION MODULE	EA	130
16	129150	TEMPORARY TRAFFIC SCREEN	M	3560
17	150206	ABANDON CULVERT	EA	29
18	020497	ABANDON RISER	EA	1
19	150305	OBLITERATE SURFACING	M2	5890
20	150605	REMOVE FENCE	M	5900

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	150662	REMOVE METAL BEAM GUARD RAILING	M	130
22	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	4000
23	150805	REMOVE CULVERT	EA	19
24	150820	REMOVE INLET	EA	14
25	150821	REMOVE HEADWALL	EA	27
26	151281	SALVAGE ROADSIDE SIGN	EA	13
27	152255	RESET MAILBOX	EA	2
28	152316	RESET ROADSIDE SIGN (ONE POST)	EA	3
29	152317	RESET ROADSIDE SIGN (TWO POST)	EA	7
30	152381	RELOCATE GATE	EA	2
31	020498	RELOCATE CATTLE GUARD	EA	1
32	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	7
33	152387	RELOCATE ROADSIDE SIGN-TWO POST	EA	2
34	153210	REMOVE CONCRETE	EA	8
35	157550	BRIDGE REMOVAL	LS	LUMP SUM
36	158210	RESET TEMPORARY RAILING (TYPE K)	M	1960
37	160101	CLEARING AND GRUBBING	LS	LUMP SUM
38	190101	ROADWAY EXCAVATION	M3	316 000
39 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	660
40 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	290

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	020499	SLURRY CEMENT BACKFILL	M3	200
42	193114	SAND BACKFILL	M3	180
43 (S)	203003	STRAW (EROSION CONTROL)	TONN	52
44 (S)	203014	FIBER (EROSION CONTROL)	TONN	13
45 (S)	203024	COMPOST (EROSION CONTROL)	TONN	39
46 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	1250
47 (S)	203056	COMMERCIAL FERTILIZER (EROSION CONTROL)	KG	2280
48 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	2600
49	220101	FINISHING ROADWAY	LS	LUMP SUM
50	250201	CLASS 2 AGGREGATE SUBBASE	M3	47 800
51	260201	CLASS 2 AGGREGATE BASE	M3	32 600
52	290201	ASPHALT TREATED PERMEABLE BASE	M3	7920
53	390106	ASPHALT CONCRETE (OPEN GRADED)	TONN	6820
54	390160	ASPHALT CONCRETE (TYPE B)	TONN	59 400
55	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	3150
56	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	2820
57	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	M	40
58	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	3040
59	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	8
60	394050	RUMBLE STRIP	STA	110

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61	020500	RUMBLE STRIP (GROUND-IN)	STA	100
62	395601	LIQUID ASPHALT, MC-250 (PRIME COAT)	TONN	96
63 (S)	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	755
64 (S)	048428	610 MM PERMANENT STEEL CASING	M	800
65 (S)	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LUMP SUM
66 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	140
67 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	780
68 (F)	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	M3	45
69 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	78
70	510510	MINOR CONCRETE (INVERT PAVING)	M3	6
71	510526	MINOR CONCRETE (BACKFILL)	M3	3
72 (S)	519142	JOINT SEAL (MR 40 MM)	M	54
73 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	111 500
74	566011	ROADSIDE SIGN - ONE POST	EA	7
75	566012	ROADSIDE SIGN - TWO POST	EA	2
76	620902	200 MM ALTERNATIVE PIPE CULVERT	M	70
77	620913	600 MM ALTERNATIVE PIPE CULVERT	M	1130
78	620919	750 MM ALTERNATIVE PIPE CULVERT	M	88
79	620924	900 MM ALTERNATIVE PIPE CULVERT	M	130
80	620930	1050 MM ALTERNATIVE PIPE CULVERT	M	40

Item	Item Code	Item	Unit of Measure	Estimated Quantity
81	620933	1200 MM ALTERNATIVE PIPE CULVERT	M	150
82	620938	1350 MM ALTERNATIVE PIPE CULVERT	M	17
83	669035	450 MM CORRUGATED STEEL PIPE CONDUIT (2.77 MM THICK)	M	38
84	020501	200 MM PERFORATED PLASTIC PIPE	M	10
85	681134	80 MM PLASTIC PIPE (EDGE DRAIN)	M	6410
86	681137	80 MM PLASTIC PIPE (EDGE DRAIN OUTLET)	M	850
87	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN)	M	820
88	681502	DRILL HOLE (HORIZONTAL DRAIN)	M	720
89	681592	200 MM COLLECTOR SYSTEM (HORIZONTAL DRAIN)	M	290
90	681990	FILTER FABRIC	M2	200
91	682020	CLASS 1 PERMEABLE MATERIAL	M3	47
92	685067	200 MM ALTERNATIVE PIPE UNDERDRAIN	M	2670
93	690171	600 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.77 MM THICK)	M	210
94	690182	1050 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.77 MM THICK)	M	8
95	690185	1200 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.77 MM THICK)	M	22
96	690273	300 MM BITUMINOUS COATED CORRUGATED STEEL PIPE DOWNDRAIN (2.01 MM THICK)	M	150
97	692094	300 MM BITUMINOUS COATED ENTRANCE TAPER	EA	31
98	020502	1050 MM CSP DOWNDRAIN SLIP JOINT	EA	1
99	020503	1200 MM CSP DOWNDRAIN SLIP JOINT	EA	1
100	692383	300 MM ANCHOR ASSEMBLY	EA	42

Item	Item Code	Item	Unit of Measure	Estimated Quantity
101	692409	CABLE ANCHORAGE SYSTEM	M	260
102	703593	750 MM WELDED STEEL PIPE (6.35 MM THICK)	M	36
103	703661	1050 MM WELDED STEEL PIPE (6.35 MM THICK)	M	41
104	703698	1200 MM WELDED STEEL PIPE (9.53 MM THICK)	M	39
105	705045	600 MM STEEL FLARED END SECTION	EA	12
106	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	20
107	721024	ROCK SLOPE PROTECTION (1/4T, METHOD B)	M3	2970
108	729010	ROCK SLOPE PROTECTION FABRIC	M2	6320
109 (S-F)	750001	MISCELLANEOUS IRON AND STEEL	KG	1944
110 (S)	800051	FENCE (TYPE WM, METAL POST)	M	1870
111 (S)	800053	FENCE (TYPE WM, SPECIAL)	M	3560
112 (S)	801340	METAL GATE	EA	2
113	820107	DELINEATOR (CLASS 1)	EA	96
114	820110	MILEPOST MARKER	EA	14
115	820112	MARKER (CULVERT)	EA	82
116	820118	GUARD RAILING DELINEATOR	EA	22
117 (S)	832001	METAL BEAM GUARD RAILING	M	640
118 (F)	833125	CONCRETE BARRIER (TYPE 25)	M	107
119 (S)	839551	TERMINAL SECTION (TYPE B)	EA	2
120 (S)	839552	TERMINAL SECTION (TYPE C)	EA	2

Item	Item Code	Item	Unit of Measure	Estimated Quantity
121 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	5
122 (S)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1
123 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	120
124 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	34 300
125 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	350
126 (S)	840655	PAINT TRAFFIC STRIPE (1-COAT)	M	11 200
127 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	3050
128 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	2430
129 (S)	860925	TRAFFIC MONITORING STATION (COUNT)	LS	LUMP SUM
130 (S)	020504	REMOVE EXISTING TRAFFIC MONITORING STATION (COUNT)	LS	LUMP SUM
131	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 01-301704

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in these special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, P.O. Box 911, Marysville, CA 95901, Attn: NRCO/Contract Administration Engineer, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:

1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 10 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland 1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **300 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$1600 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The second paragraph of Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.018 EXCAVATION SAFETY PLANS

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

5-1.019 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.031 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

The District that administers the contract shall submit a claim position letter to the Contractor within 135 days after acceptance of the contract. After receipt of the claim position letter from the District, or 135 days after acceptance of the contract, whichever occurs first, the Contractor may request a meeting with the person or board designated by the District Director to review claims that remain in dispute. If the Contractor requests a meeting, the review person or board shall meet with the Contractor within 45 days after the request is received.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.114 VALUE ANALYSIS

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.12 DISPUTE REVIEW BOARD

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this special provision shall be considered as an essential prerequisite to filing a claim, for arbitration or for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports. After acceptance of the contract, disputes or potential claims that the Contractor wants to pursue that have not been settled, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

The DRB shall consist of one member selected by the State, one member selected by the Contractor, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as DRB Chairperson.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.

- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. The members shall discharge their responsibilities impartially and as an independent body considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall select their respective DRB members, in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB member along with the prospective member's written disclosure statement.

Before their appointments are final, the first 2 prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. The statement shall include a resume of the prospective member's experience, together with a declaration describing past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including, but not limited to, relevant subcontractors or suppliers to the parties, the parties' principals or the parties' counsel. The DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the parties to the contract. Either the Contractor or the State may object to the others nominee and that person will not be selected for the DRB. No reason need be given for the first objection. Objections to subsequent nominees must be based on a specific breach or violation of nominee responsibilities under this specification. A different person shall then be nominated within 14 Days. The third DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment. Either party may reject any of the 3 prospective DRB members who fail to fully comply with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and herein. A copy of the Dispute Review Board Agreement is included in this special provision.

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 14 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose 3 candidates for the third position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute Contract Change Orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state

provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

Service of a DRB member may be terminated at any time with not less than 14 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor members for the removal of the third member.
- D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 14 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
- B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice.
- C. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. The Contractor, by failing to submit the written notice of referral of the matter to the DRB, within 21 days after receipt of the State's written reply, waives future claims on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider evidence not furnished in conformance with the terms specified herein.
- G. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion, if any, and submit them to the parties within 30 days of the DRB hearing, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation.
- H. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each

party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

- I. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- J. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.
- K. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.
- L. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
- M. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

DISPUTES INVOLVING SUBCONTRACTOR CLAIMS

For purposes of this section, a "subcontractor claim" shall include any claim by a subcontractor (including also any pass through claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.
- B. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer.
- C. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives.
- D. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim.
- E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor claims between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____,
(Contractor Appointee)

_____,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute which is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute hearings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 6 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and claims.

The STATE's representative will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The DRB shall determine the time and location of DRB hearings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. If the matter is not urgent, it may be scheduled for the time of the next scheduled DRB visit to the project. For an urgent matter, and upon the request of either party, the DRB shall meet at its earliest convenience.

Normally, hearings shall be conducted at or near the project site. However, any location which would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the hearing begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB hearings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute hearings and all other DRB activities. The parties shall have a representative at all hearings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members may ask questions, seek clarification, or request further data from either of the parties. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. Claims shall not necessarily be computed by merely subtracting bid price from the total cost of the affected work. However, if claims are based on the "total cost method," then, to be considered by the DRB, they shall be supported by evidence furnished by the CONTRACTOR that (1) the nature of the dispute(s) makes it impossible or impracticable to determine costs with a reasonable degree of accuracy, (2) the CONTRACTOR's bid estimate was realistic, (3) the CONTRACTOR's actual costs were reasonable, and (4) the CONTRACTOR was not responsible for the added expenses. As to claims based on the CONTRACTOR's field or home office accounting records, those claims shall be supported by an audit report of an independent Certified Public Accountant unless the contract includes special provisions that provide for an alternative method to calculate unabsorbed home office overhead. Any of those claims shall also be subject to audit by the DRB with the concurrence of the parties. In large or complex cases, additional hearings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute hearings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After hearings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB chairman shall complete and furnish a summary report to the DRB Program Manager, Construction Program, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully-informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 14 days. This AGREEMENT will be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

DRB members may resign from the DRB by providing not less than 14 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power, in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

By: _____

Title: _____

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

Title: _____

5-1.13 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added a markup of 28 percent to the cost of labor, 10 percent to the cost of materials, and 10 percent to the equipment rental. These markups shall be applied to all force account work, regardless if the added force account work affects the contract completion date.

The above markups, together with payments made for time related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in accordance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.14 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390160	ASPHALT CONCRETE (TYPE B)
290201	ASPHALT TREATED PERMEABLE BASE
390165	ASPHALT CONCRETE (OPEN GRADED)

The compensation payable for asphalt concrete and asphalt treated permeable base will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 5 percent (I_u/I_b is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or asphalt treated permeable base (or both) is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 1.05) I_b$$

- C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 0.95) I_b$$

- D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and asphalt treated permeable base rounded to the nearest \$0.01.

I_u = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

I_b = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tonnes of paving asphalt that would have been used in producing the quantity of asphalt treated permeable base shown under "This Estimate" on the monthly estimate using the amount of asphalt specified in the specifications.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$441,600.
- D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

5-1.15 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.16 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$81,000.00
- B. Asbestos Soils Plan & Monitoring \$150,000.00
- C. Bridge Removal \$80,000.00
- D. Prestressing Cast In Place Concrete \$31,000.00

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Piling
- B. Bar Reinforcing Steel
- C. Culvert Pipe and Appurtenances
- D. Edge Drain Pipe and Appurtenances
- E. Underdrain Pipe and Appurtenances
- F. DOWNDRAIN Pipe and Appurtenances
- G. Welded Steel Pipe
- H. Rock Slope Protection Fabric
- I. Fences and Gates
- J. Metal Beam Guard Railing and Appurtenances
- K. Pavement Markers

5-1.17 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 961 Live Oak Blvd, Yuba City, CA 95991.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.18 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS

The location of the project is within an area controlled by the U.S. Army Corps of Engineers. A U.S. Army Corps of Engineers Nationwide Permit No. 14 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 961 Live Oak Blvd, Yuba City, CA 95991.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Changes in the conditions listed in the aforementioned permit proposed by the Contractor shall be submitted to the Engineer for transmittal to the U.S. Army Corps of Engineers for their approval. Changes shall not be implemented until approved in writing by the U.S. Army Corps of Engineers.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

5-1.19 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the project is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Order No.94-124 and Water Quality Certification has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 961 Live Oak Blvd, Yuba City, CA 95991.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Any change in conditions listed in the above mentioned permit proposed by the Contractor shall be submitted to the Engineer for transmittal to the Regional Water Quality Control Board for their approval. Changes shall not be implemented until approved in writing by the Regional Water Quality Control Board.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

5-1.20 ASBESTOS SOILS PLAN AND MONITORING

GENERAL

Naturally occurring asbestos containing material has been discovered through testing within the project limits. Up to 2% by volume of naturally occurring asbestos has been found. All soil and rock excavated on the project shall be considered to be asbestos containing unless proven otherwise through soil testing by the Contractor. Disposal of this material shall comply with the Air Board Toxic Control Measure for Surfacing Applications (ARB Rule).

Attention is directed to "Material with Naturally Occurring Asbestos" in "Earthwork" elsewhere in these special provisions regarding the disturbance and handling of any earthen material.

A Site Investigation Report is included in the "Materials Information Handout" for this project. The report entitled "Hopland Unit 3 Site Investigation Report", July 2000, is available for inspection at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916)654-4490, and is also available for inspection at the office of the District Director of Transportation at 961 Live Oak Blvd, Yuba City, CA 95991.

The requirement of subsection (d), "Multi-employer work sites," of Section 1529, "Asbestos," of the Construction Safety Orders, Title 8, of the California Code of Regulations shall be observed during performance of the work. This shall not be construed as relieving the Contractor from the Contractor's responsibilities as provided in Section 8-1.01, "Subcontracting," of the Standard Specifications.

The Contractor shall retain a Certified Industrial Hygienist approved by the State to conduct air quality monitoring tests during all construction and disposal activities where existing soils are being disturbed.

Disturbing, transportation, placement, handling, and disposal of soils containing 0.25% or higher by volume of naturally occurring asbestos shall result in no visible dust. The Contractor shall, at all times, while disturbing existing soils in any manner, keep work areas wet by use of water trucks or other means approved by the Engineer.

Disturbing existing soils in any manner which contain 0.25% or higher by volume of naturally occurring asbestos shall be in accordance with all rules and regulations of agencies including, but not limited to, the following:

- A. California Department of Health Services
- B. California Division of Occupational Safety and Health Administration (CAL-OSHA)
- C. Mendocino County Air Quality Management District (MCAQMD)
- D. Mendocino County Department of Health
- E. United States Environmental Protection Agency

SUBMITTALS

The Contractor shall prepare a project specific Health and Safety Plan to prevent or minimize exposure to asbestos. The Contractor's attention is directed to Title 8, California Code of Regulation, Section 5192 (b) (4)(B) and Section 1529. The Health and Safety Plan shall contain as a minimum but not be limited to: identification of key personnel for the project, job hazard analysis for work assignments, summary of risk assessment, air monitoring plan, personal protective equipment, delineation of work zones on-site, decontamination procedures, general safe work practices, security measures and worker training.

The Health and Safety Plan shall utilize monitoring and exposure standards based on Construction Standards of Title 8, California Code of Regulations, Construction Safety Orders, Section 1529, "Asbestos" and as a minimum shall contain a description of activities, specific means employed to achieve compliance, report of the technology considered, exposure monitoring, schedule for implementation of the program, a work practice program, administrative control schedule, and other relevant information. The Health and Safety Plan shall include an exposure monitoring plan that shall include, but not be limited to, upwind and downwind work area perimeter monitoring and a discussion of how the exposure monitoring will be conducted during the progression of work. The Health and Safety Plan shall be approved by the Contractor's Certified Industrial Hygienist before submission to the Engineer for review and acceptance. The plan shall be submitted to the Engineer at least 15 working days prior to beginning any work involving disturbing existing soils, including disposal activities.

TRAINING

Prior to performing any work involving disturbing existing soils, personnel who have no prior training or are not current in their training status, including State personnel, shall complete a safety training program provided by the Contractor, which meets the requirement of Title 8, California Code of Regulations, Section 1529. The Contractor shall provide a written certification of completion of safety training to the Engineer for all trained personnel prior to performing any work involving disturbing existing soils.

EQUIPMENT AND MEDICAL SURVEILLANCE

Personal protective equipment, training, and medical surveillance required by the Contractor's Health and Safety Plan shall be provided to State personnel by the Contractor. The number of State personnel will be 10.

PERMITS AND RECEIPTS

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the work. The Contractor will supply receipts and testing results to the Engineer pursuant to Air Resources Board requirements for disposal of naturally occurring asbestos-containing material. The Contractor shall provide a copy of receipts and testing results to any party accepting the asbestos-containing material and obtain an acknowledgement of the asbestos-containing material content from the property owner. Notice to the property owner accepting the asbestos containing material shall conform to the requirements of the ARB Rule. Nothing in this section shall relieve the Contractor from complying with Section 7-1.13, "Disposal of Material Outside The Highway Right of Way", of the Standard Specifications. Attention is directed to disposal requirements also specified in "Material with Naturally Occurring Asbestos" in "Earthwork" elsewhere in these special provisions.

PAYMENT

The contract lump sum price paid for asbestos soils plan and monitoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in asbestos soils plan and monitoring, complete in place, including health and safety plan, all fees required to obtain clearances for disposal site or sites, retaining an Industrial Hygienist, air quality monitoring, and testing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT

ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm ²	SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER² TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- C. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Model 929 (ABS)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- I. Road Creations, Model RCB4NR (Acrylic)
- J. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)

- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. 3M, "Stamark," Series 620
- F. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
- G. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)
- H. Brite-Line "BTR" Black Removable Tape
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36

- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Davidson Plastics, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J.Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SPECIALTY SIGN (All Plastic)

- A. All Sign Products, STOP Sign, 750 mm

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Sign panels for roadside signs.
- B. Traffic counter and modem.

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

The following material will be available to the Contractor at the District Maintenance Yard at 90 West Lake Mendocino Drive, Ukiah, CA, :

- A. Sign panels for roadside signs
- B. Traffic counter and modem

The Contractor shall notify the Engineer and the District Materials Coordinator, phone 707-463-4738 not less than 48 hours before recycled material is to be picked up, giving the District Recycle Coordinator a full description of the material, the time the material will be picked up, and the Contract No. of this project.

8-1.04 ASPHALT

The first paragraph and tables following the first paragraph in Section 92-1.02, "Grades," of the Standard Specifications shall not apply.

The grade of asphalt to be used will be specified in "Asphalt Concrete" of these special provisions. The safe transportation, storage, use, and disposal of the asphalt specified shall be the responsibility of the Contractor.

A Certificate of Compliance, as specified in Section 92-1.03, "Test Report," of the Standard Specifications, shall accompany each shipment of asphalt to the project. When PBA Grade 6a, 6b or 7 is specified, the Certificate of Compliance shall include actual results of tests completed by the producer in addition to the items enumerated in Section 92-1.03 of the Standard Specifications. The Certificate of Compliance shall verify that the results of AASHTO Test Method T240 (Mass Loss after Rolling Thin Film Oven Test) indicate a maximum mass loss of 0.6 percent and that AASHTO Test Method T48 (Flash Point, Cleveland Open Cup) indicate a minimum flash point of 232°C. The actual formulation used by the asphalt producer shall be available to the Department upon written request. The Department will execute a non-disclosure agreement if requested by the asphalt producer.

For PBA Grades 6a, 6b or 7, if the results of mass loss after Rolling Thin Film Oven Test (AASHTO Test Method T240) or Flash Point, Cleveland Open Cup (AASHTO Test Method T48), shown on the Certificate of Compliance are not within the limits specified in the table entitled "PERFORMANCE BASED ASPHALT BINDER GRADES" or if the results are not shown on the Certificate of Compliance, the individual shipment of asphalt will be rejected. Rejected asphalt shall not be used on the project. Should rejected asphalt be unloaded into bulk storage tanks, asphalt from the tanks shall not be used on the project until tests and a Certificate of Compliance are furnished for the material and indicate compliance with the specifications.

Asphalt to be used as a binder for asphalt concrete will be sampled using the sampling device specified in Section 39-3.01C, "Asphalt Binder Storage," of the Standard Specifications. Two samples per operating day, each consisting of 2 one-liter containers, will be taken from the bulk storage tank feeder line.

For PBA Grades 6a, 6b or 7, if the test result of samples taken from the bulk storage tank, indicate mass loss greater than 0.6 percent, the material containing the paving asphalt represented by the tests shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the material containing the paving asphalt with mass loss greater than 0.6 percent may remain in place, and the Contractor shall pay to the State the amount calculated by the formulae listed below.

- A. For mass loss test results over 0.6 percent but less than or equal to 1.0 percent:
 - 1. (25 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt)
- B. For mass loss test results over 1.0 percent:
 - 1. (100 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt).
- C. The Department may deduct this amount from any moneys due, or that may become due, the Contractor under the contract. Each sample from the bulk storage shall represent 25 tonne average. The delivered price of the paving asphalt shall be based on a certified invoice provided by the Contractor.

PERFORMANCE BASED ASPHALT BINDER GRADES

Specification Designation	AASHTO Test Method	PBA Grade				
		1	4	6a	6b	7
Penetration (25°C, 100 g, 5 s), dmm RTFO Aged Residue, Min (Note 1)	T49	25	20	—	—	—
Absolute Viscosity (60°C), Pa•s(x10 ⁻¹) (Note 2) Original Binder, min RTFO Aged Residue	T202 T202	800 2500-5000 (Note 3)	2800 14000 Max	2000 5000 Min	2000 5000 Min	1100 3000 Min
Kinematic Viscosity (135°C), m ² /s(x10 ⁻⁶) Original Binder, Max RTFO Aged Residue, Min	T201 T201	— 275	— 350	2000 275	2000 275	2000 275
Absolute Viscosity Ratio (60°C), Max RTFO Visc./Orig. Visc.	—	4.0	4.0	4.0	4.0	4.0
Flash Point, Cleveland Open Cup, °C, (Note 4) Original Binder, Min	T48	232	232	232	232	232
Mass Loss After RTFO Test, % (Note 5)	T240	Report (Note 6)	Report	0.60	0.60	0.60
Solubility in Trichloroethylene, % Original Binder, Min	T44	99.0	99.0	Report	Report	Report
Ductility (25°C, 5 cm/min), cm RTFO Aged Residue, Min	T51	75	50	60	60	75
On Residue from Pav @: or Residue from Tilt Oven @ 113°C for: (hours)	PP1 (Note 7)	90°C 18	100°C 36	100°C 36	100°C 36	110°C 72
SSD -115(SSV)-50.6	(Note 9)	—	—	—	—	25°C
Stiffness, 300 MPa, Max @: and M-value, 0.30, Min	TP1	-6°C	-6°C	-24°C	-30°C	-6°C

Notes:

1. "RTFO Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test (RTFO Test), AASHTO Test Method T240 or ASTM Designation: D 2827.
2. The Absolute Viscosity (60°C) of PBA 6a, 6b, and 7 will be determined at 1 sec-1 using ASTM Designation: D 4957 with Asphalt Institute Vacuum Capillary Viscometers.
3. Where actual limits (e.g., 2500-500) are indicated, the actual test results shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
4. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b, or 7 is used an additional statement verifying an acceptable flash point shall be included with the Certificate of Compliance.
5. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b, or 7 is used an additional statement verifying an acceptable mass loss shall be included with the Certificate of Compliance.
6. Where "Report" is indicated, there is no requirement; however the actual results of the test shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
7. "Tilt Oven Residue" means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test."
8. SSD = Shear susceptibility of Delta, SSV = Shear susceptibility of Viscosity.
9. California Test 381.

8-1.05 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494 may be used in portland cement concrete for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
 - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m ³)
Concrete which is designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Other portions of structures	400 min., 475 max. 400 min., 475 max. 350 min., 475 max.
Concrete not designated by compressive strength: Deck slabs and slab spans of bridges Roof sections of exposed top box culverts Prestressed members Seal courses Other portions of structures	400 min. 400 min. 400 min. 400 min. 350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.

- Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.

- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.

- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

- If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.

- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

- Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 PORTLAND CEMENT

- Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.

- "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.

- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.

- B. The autoclave expansion shall not exceed 0.50 percent.

- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.
The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.
The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:.

90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
 - A. Chemical Admixtures—ASTM Designation: C 494.
 - B. Air-entraining Admixtures—ASTM Designation: C 260.
 - C. Calcium Chloride—ASTM Designation: D 98.
 - D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.
- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 MATERIALS

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:

- A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.

- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.

- The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
- C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.
- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.
- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.
- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:
 - A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
 - B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
 - C. Water shall be within 1.5 percent of its designated mass or volume.
- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.
- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.
- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.
- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.
- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:
 - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
 - B. Single box and scale indicator for all aggregates.
 - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.
- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.

- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

- Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

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90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 cubic meters.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

- The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type and source of ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A CEMENTITIOUS MATERIAL

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.

Section 90-10.03, "Production," of the Standard Specifications is amended to read:

90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.

- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

8-2.02 CEMENT AND WATER CONTENT

The amount of free water used in concrete for deck slabs of bridges and structure approach slabs shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 400 kg/m³.

The temperature of mixed concrete for deck slabs of bridges, immediately before placing, shall be not less than 10°C nor more than 27°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

SECTION 8-3. WELDING

8-3.01 WELDING ELECTRODES

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform any type of welding for this project.

8-3.02 WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	1998
D1.4	1992
D1.5	1995
D1.5 (metric only)	1996

All requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

The welding of all fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and all subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or nondestructive testing (NDT) firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

For welding performed at such certified facilities, the inspection personnel or NDT firms may be employed or compensated by the fabrication facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor and any welding subcontractors or entities hired by these subcontractors to be used in the work, shall be held to discuss the requirements for the WQCP.

Prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed. As a minimum, each WQCP shall include the following:

- A. The name of the welding firm and the NDT firm to be used;
- B. A manual prepared by the NDT firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT firm, and the names, qualifications and documentation of certifications for all personnel to be used;
- C. The name of the QCM and the names, qualifications and documentation of certifications for all Quality Control (QC) Inspectors and Assistant Quality Control Inspectors to be used;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - 1. all visual inspections;
 - 2. all NDT including radiographic geometry, penetrameter and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
 - 3. calibration procedures and calibration frequency for all NDT equipment;
- F. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of any repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph and 3) a method of reporting nonconforming welds to the Engineer;
- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
- H. The welding procedure specification (WPS), including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness;
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness; and
- J. One copy each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Example forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 10 working days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the WQCP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for any revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work that is affected by any of the proposed revisions shall not be performed until the

amended WQCP or addendum has been approved. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the amended WQCP or addendum, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, and shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each Quality Control Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding:

- A. Reports of all visual weld inspections and NDT;
- B. Radiographs and radiographic reports, and other required NDT reports;
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
- D. Daily production log.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

All reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for steel piling, the Engineer shall be allowed 7 days to review the report and respond in writing after a complete Welding Report has been received. The review time for steel piling shall be as specified in "Piling" of these special provisions. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover any welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover any welds pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing prior to welding, during welding and after welding as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The Quality Control (QC) Inspector shall be the duly designated person who performs inspection, testing, and quality matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

All QC Inspectors shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as AWS Certified Welding Inspectors (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and

Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing NDT shall be qualified in conformance with the requirements in the current edition of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the requirements of the current edition of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) qualified for NDT Level II, or 2) Level III technicians who have been directly certified by the ASNT and are authorized to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of section 3 and 9.21. The size and contour of welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, Quality Control Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on all shifts when any welding is being performed, or (2) having a QC Inspector within such close proximity of all welding operations that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, base metal repairs, or any other type of repairs not submitted in the WQCP, the Engineer shall be notified immediately in writing when any welding problems or deficiencies are discovered and also of the proposed repair procedures to correct them. The Engineer shall have 5 working days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the proposed repair procedures, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, all welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

All qualification tests for welders, welding operators, and WPSs used in welding operations will be witnessed by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work and shall be at the Contractor's expense.

All required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

At the completion of all welding, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

Full compensation for conforming to of the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work consists, in general, of constructing a new bridge as follows:

PIETA CREEK BRIDGE
Bridge No. 10-0083

A single-span bridge approximately 38.7 meters long, 25.7 meters wide, having cast-in-place prestressed concrete box girder superstructure with 600 mm cast-in-drilled-hole piles with permanent steel casing concrete pile foundations.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect two Type 2 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

FEDERAL HIGHWAY TRUST FUNDS
STATE HIGHWAY FUNDS

The sign message to be used for type of work shall consist of the following:

HIGHWAY CONSTRUCTION

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer not less than 15 days before the anticipated start of work which reduces the width of the traveled way to less than 4.9 meters.

A first order of work shall be obtaining a disposal site or sites for surplus excavated material, including all necessary agreements, permits and environmental clearances, in conformance with the requirements of Section 7-1.13, "Disposal Of Material Outside Of The Highway Right Of Way," of the Standard Specifications.

Attention is directed to "Potential Disposal Site Contact List" in the Materials Information Handout for this contract.

The Contractor shall not mobilize earth moving equipment to the project site for roadway excavation operations until a disposal site, or sites, is obtained, and the Engineer is notified in writing, and has approved the use of such site or sites in conformance with the requirements of Section 7-1.13, "Disposal Of Material Outside Of The Highway Right Of Way," of the Standard Specifications.

A first order of work shall be to construct the Pieta Creek Bridge (Br. No. 10-0083).

A first order of work shall be to order and fabricate the steel pipe piles shown on the plans for the new Pieta Creek Bridge. The Contractor shall furnish the Engineer with a statement from the vendor that the order for the steel pipe piles required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the steel pipe piles will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The new Pieta Creek Bridge shall be completed prior to beginning Stage 3 construction, as shown on the plans.

Work in the waterway below the plane of ordinary high water shall be limited to the period of June 15 to October 15, of any year.

The Contractor shall perform the notifications required in "Bridge Removal" elsewhere in these special provisions prior to beginning bridge removal operations.

Bridge removal shall be limited to the period of August 1 to October 15 of any year. The Contractor may request permission, in writing, from the Engineer to remove the abandoned Pieta Creek Bridge at times outside this work window if the creek bed is completely dry under the structure.

Diversion of low flow channel or dewatering of Pieta Creek for bridge construction and bridge removal work will not be allowed.

Attention is directed to "Bridge Removal" elsewhere in these special provisions regarding work site requirements if bridge removal is done while water is present in the creek bed under the structure, and regarding notification requirements prior to existing bridge demolition.

All inlets, cross drains and underdrains shall be completed within the roadway prior to placing any structural section materials at those locations during any stage of construction.

Horizontal drains and collector systems shall be completed prior to placing any structural section materials at those locations during any stage of construction.

Public traffic shall not be allowed to travel on unpaved surfaces.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Public information bulletins will be published and distributed by the Contractor as directed by the Engineer and will be paid for as extra work as provided in Section 4-1.03D, "Extra Work", of the Standard Specifications.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, and other pavement markings. Full compensation for

referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At the end of each working day if a difference in excess of 0.046-meter exists between the elevation of the existing pavement and the elevation of excavations within 2.4 m of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings are to be constructed or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing posts installed without the blocks and rail elements assembled and mounted thereon.

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for Erosion Control (Type D) for Project Limits for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

10-1.02 ENVIRONMENTALLY SENSITIVE AREAS

The Contractor's attention is directed to the areas designated on the plans as "Environmentally Sensitive Areas" and to State and Federal regulations which may pertain to such areas. These areas are protected and no entry by the Contractor for any purpose other than the work shown on the plans will be allowed unless specifically authorized in writing by the Engineer. The Contractor shall take measures to ensure that his forces do not enter or disturb these areas, including giving written notice to his employees and subcontractors.

10-1.03 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002 issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the General Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 15 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer will have 15 days to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

- A. Source Identification;
- B. Erosion and Sediment Controls;
- C. Non-Storm Water Management;
- D. Waste Management and Disposal;
- E. Maintenance, Inspection and Repair;
- F. Training;
- G. List of Contractors and Subcontractors;
- H. Post-Construction Storm Water Management;
- I. Preparer;
- J. A copy of the Notice of Construction (NOC) submitted by the Department for this project;
- K. Copy of the General Permit
- L. BMP Consideration Checklist;
- M. SWPPP Checklist;
- N. Schedule of Values; and
- O. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 days of identification of non-compliance.

SCHEDULE OF VALUES

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The schedule of values shall reflect the items of work, quantities, and costs for the control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 1 and May 1.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24 hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, will be considered extra work as provided in Section 4-1.03D of the Standard Specifications and the following:

- A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
- B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.04 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (Contract No.01-414504) to place raised profile thermoplastic traffic stripe in Mendocino County on Route 101 from 0.4 km north of Russian River Bridge to 2.5 km north of McNab Creek Bridge (KP R15.2 to KP 28.2) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

10-1.05 PROGRESS SCHEDULE (CRITICAL PATH)

Progress schedules will be required for this contract and shall conform to the requirements of these special provisions. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation" and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

DEFINITIONS

The following definitions shall apply to these special provisions:

- A. Activity.—A task or item of work that shall be performed in order to complete a project.
- B. Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.
- C. Concurrent Delay.—Two or more delays on the critical path that occur at the same time.
- D. Contract Completion Date.—The date the Contractor is contractually obligated to complete the project, including any authorized adjustments, as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.

- E. Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, subcontractors at any tier or suppliers.
- F. Controlling Operation.—A feature of work or activity on the critical path.
- G. Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.
- H. Critical Path Method (CPM).—A mathematical calculation using the sequence of activities and their interrelationships, interdependencies, resources, and durations to determine the critical path that shows the expected time to complete a project.
- I. Data Date.—The day after the date through which progress updates have been calculated; everything occurring earlier than the data date is "As-Built"; and everything on or after the data date is "Planned."
- J. Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.
- K. Float.—The amount of time between the early start date and the late start date or the early finish date and the late finish date of any activity or group of activities in the network.
- L. Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.
- M. Fragnet.—A section or fragment of the network diagram comprised of a group of activities.
- N. Milestone.—A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration and zero resources, but will otherwise function in the network as if the milestone were an activity.
- O. Narrative Report.—A report that identifies potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence work, and other topics related to job progress or scheduling.
- P. Near Critical Path.—A path having 10 working days or less of total float.
- Q. Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.
- R. Schedule Revision.—A change in the future portion of the schedule that modifies logic; alters construction sequences such as performing sequential activities concurrently or concurrent activities sequentially; adds or deletes activities or significantly alters activity durations, as determined or accepted by the Engineer.
- S. Scheduled Completion Date.—The Contractor's scheduled completion date as shown on the accepted baseline schedule as modified by subsequent accepted schedule updates and revisions.
- T. Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.
- U. Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.
- V. Update.—The routine modification of the CPM progress schedule through a regular monthly review to incorporate actual past progress to date by activity, projected completion dates and approved time adjustments.

MATERIALS (COMPUTER SYSTEM)

The Contractor shall provide a computer system for the State's exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer and plotter. The system shall conform to the following requirements:

- A. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
- B. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
- C. Minimum of 64 megabytes of random access memory (RAM).
- D. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44-megabyte 90 mm (3.5-inch) floppy disk drive and one 32x speed CD-ROM drive.
- E. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
- F. A 430 mm (17-inch) minimum, color monitor capable of at least 1,024 x 768 pixels.
- G. A color-ink-jet-type, B-size plotter compatible with the selected system capable of printing fully legible, time-scaled charts, network diagrams and reports.
- H. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
- I. CPM software shall be compatible with the hardware provided, shall be the latest version of Primavera Project Planner for Windows, SureTrak for Windows, or equal, and shall be able to create files that can easily be imported into the latest version of Primavera.

- J. General software shall be the latest version of McAfee VirusScan virus protection or equal and shall be compatible with the hardware provided.
- K. Upgrades to the CPM and general software shall be provided, as the upgrades become available.

The computer hardware and software furnished by the Contractor shall be compatible with that used for the production of the CPM progress schedule required by these special provisions, including original instruction manuals and other documentation normally provided with the CPM and general software. Before delivery and setup of the computer system, the Contractor shall submit, for approval of the Engineer, a detailed list of the computer hardware and software the Contractor proposes to furnish, including an itemized schedule of costs for the system.

The Contractor shall furnish, install, set up, maintain, and repair the computer system ready-for-use, and provide plotter supplies as necessary during the course of the project at a location determined by the Engineer. The first submittal of the baseline schedule will not be considered complete until the hardware and software are installed and ready for use with the submitted baseline schedule. The Contractor shall instruct and assist the Engineer in the use of the hardware and software. When requested by the Engineer, the Contractor shall provide one 8-hour session of outside commercial training in the use of the CPM software for a maximum of 2 project staff at a location acceptable to the Engineer. Hardware repairs shall be made within 48 hours of notification by the Engineer, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed.

Computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract if no claims involving contract progress are pending. If contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

GENERAL

Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by increasing production or reallocating resources to be more efficient, or by proposing, and the State accepting, contract change orders that are the result of significant Contractor development and investment or from an appropriate share of an accepted cost reduction proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The State may reduce contract working days if the action is the result of a contract change order other than those that result from significant Contractor development and investment. The Contractor shall conduct a time impact analysis to determine the effect of the change in the same manner described in "Schedule Time Adjustment" specified herein, and shall include the impacts acceptable to the Engineer in the next update or revision.

The Contractor shall be responsible for assuring that the work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include in the schedule any element of work required for the performance of the contract shall not relieve the Contractor from completing the work within the time limit specified in the contract. If the Contractor or the Engineer discovers an undefined element of work, activity or logic, it shall be corrected by the Contractor in a schedule revision, as specified in these special provisions. If a planned activity requires greater-than-normal daily resources to accomplish, schedule revision submittals shall include a narrative describing the activity, and the amount and use of the extraordinary resources.

The Baseline Schedule or Schedule Update submitted for acceptance shall not show variances from the requirements of these special provisions unless approved by the Engineer. The Contractor shall make specific mention of the variations in the letter of transmittal and shall make the associated adjustments to the project schedule. The Contractor will not be relieved of the responsibility for executing the work in strict conformance with the provisions in the requirements of these special provisions. In the event of a conflict between the requirements of these special provisions and the information provided or shown on an accepted schedule, the requirements of these special provisions shall take precedence.

Each schedule submitted to the Engineer shall comply with the limits imposed by these special provisions, with the specified intermediate milestones and completion dates, and with the constraints, restraints or sequences included in these special provisions, except that after the Engineer accepts the baseline schedule, the Contractor may show a late scheduled completion date on subsequent updates or revisions. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in these special provisions, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences and the activities to be performed by subcontractors;
- D. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;

- E. Preparation, submittal and approval of shop or working drawings and material samples showing time, as specified in these special provisions for the Engineer's review;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
- G. Identification of each utility relocation or interface as a separate activity;
- H. Batch plant erection and plant certification;
- I. Erection and removal of falsework or shoring;
- J. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;
- K. Indicate long-term ramp and connector closing and opening events, traffic switches, and opening and closing of pavements to traffic as separate one day activities;
- L. Punch-list and final clean-up;
- M. State-owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date;
- N. Activity coding conventions shall include the following:

	Code	Value	Description
(1) Responsibility	RESP	CT	Caltrans
		UTIL	Utility Company
		RAIL	Railroad
		xxxx	Contractor
		xxxx	Subcontractor
		xxxx	others, as needed
(2) Stage	STGE	1	Stage 1
		2	Stage 2
		other designations	other descriptions, as needed
(3) Phase	PHAS	1	Phase 1
		2	Phase 2
		other phases	other phases, as needed
(4) Utilities	UTIL	PGE	Pacific Gas & Electric
		BELL	Pacific Bell
		GTE	GTE
		SCE	Southern California Edison
		other utilities	other utilities, as needed

The Contractor may include additional coding conventions, such as Ramps (RAMP), Facilities (FAC), and Events (EVNT).

The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. Once the Engineer accepts a CPM schedule, the Contractor shall neither artificially improve the progress nor artificially change the quantity of float in any part of the schedule by artificially adding or deleting activities, revising schedule logic restraints, or changing planned activity durations. Schedule changes of planned work shall be documented in a properly submitted revision. The Contractor may improve the progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

The schedule shall be modified to reflect actual events and conditions, including non-work days, as these events and conditions occur for historical purposes and for use in time impact analysis. Submittals and Engineer review time shall be shown in the progress schedule, including CPM schedule updates and revisions. The duration of the Engineer review activity shall be 15 days unless specified otherwise in these special provisions.

The Contractor shall be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer will use the most current, accepted schedule update and revision, and Contractor-provided cause, time-impact and schedule-delay analysis that is acceptable to the Engineer to determine apparent impacts.

The Engineer shall have 20 days to review and accept or reject the baseline schedule. The Engineer shall have 15 days to review and accept or reject any updated or revised schedule. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new review period of 5 days will begin. After the baseline schedule is accepted, schedules that are not accepted or rejected within the required review period will be deemed to have been accepted by the Engineer. Acceptance of a schedule does not relieve the Contractor of the responsibility of submitting complete and accurate information.

PRE-CONSTRUCTION SCHEDULING CONFERENCE

The Contractor shall schedule, and the Engineer will conduct, a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within 10 days after approval of the contract. At this meeting, the Engineer will review the requirements of this section of the special provisions with the Contractor. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that complies with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, the Contractor shall submit a general time-scaled logic diagram displaying the deviations and resulting time impacts and shall be prepared to discuss the proposal. At this meeting, the Contractor shall additionally submit the alpha-numeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, Bridge Number, Station to Station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline. The Engineer will review and comment on the logic diagram, the coding structure and activity identification system within 15 days after submission by the Contractor. The Contractor shall make modifications to the time-scaled logic diagram, the coding structure, and activity identification system that the Engineer requests and shall employ that coding structure and identification system. The Contractor shall include the Engineer-requested modifications in the baseline schedule.

NETWORK DIAGRAM AND PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer, including the baseline schedule, shall include originally-plotted time-scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams submitted to the Engineer shall also be accompanied by the CPM software-generated tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show the predecessors and successors for each activity. Tabular reports, 215 mm x 280 mm size (8 1/2" x 11"), shall be submitted to the Engineer and shall include at a minimum, the following:

- A. Data date;
- B. Predecessor and successor activity numbers and descriptions;
- C. Activity number and description;
- D. Activity code(s);
- E. Scheduled, or actual and remaining durations for each activity;
- F. Earliest start date (by calendar date);
- G. Earliest finish date (by calendar date);
- H. Actual start date (by calendar date);
- I. Actual finish date (by calendar date);
- J. Latest start date (by calendar date);
- K. Latest finish date (by calendar date);
- L. Free Float, in work days;
- M. Total Float, in work days;
- N. Percentage of activity complete and remaining duration for incomplete activities;
- O. Lag(s); and
- P. Imposed constraints.

The networks shall be drafted time-scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on E-size sheets, 860 mm x 1120 mm (34" x 44"), and shall have a title block in the lower right-hand corner and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the Engineer's approval.

The narrative report shall be organized as follows:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Identification of unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, 6-day work weeks, specified overtime, or work at times other than regular days or hours;
- D. Description of the current critical path;
- E. Changes to the critical path since the last schedule submittal;
- F. Description of problem areas;
- G. Current and anticipated delays;

1. Cause of delay,
2. Impact of delay on other activities, milestones and completion dates,
3. Corrective action and schedule adjustments to correct the delay;

H. Pending items and status thereof:

1. Permits,
2. Change Orders,
3. Time Adjustments,
4. Non-Compliance Notices;

I. Contract completion date(s) status:

1. Ahead of schedule and number of days,
2. Behind schedule and number of days,
3. If date changes, explain the cause;

J. Attached Updated Network Diagram and Reports.

Schedule network diagrams, tabular reports and narrative reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. Two sets of originally-plotted, time-scaled network diagram(s);
- B. Two copies of each of the three sorts of the CPM software-generated tabular reports 215 mm x 280 mm size (8 1/2" x 11");
- C. One 1.44-megabyte 89 mm (3.5 inch) floppy diskette containing the schedule data;
- D. Two copies of the narrative report.

BASELINE SCHEDULE REQUIREMENTS

Within 30 days after approval of the contract, the Contractor shall submit a baseline schedule to the Engineer. The baseline project schedule shall have a data date of the first working day of the contract and shall not include any completed work to-date. The baseline schedule shall be practicable; include the entire scope of work; meet interim target dates, milestones, stage construction requirements, and internal time constraints; show logical sequence of activities; and shall not extend beyond the number of working days originally provided in these special provisions. An early completion schedule will be acceptable provided that the schedule meets the requirements of these special provisions and the Standard Specifications.

The baseline CPM progress schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

Activities shall have a duration of not less than one working day nor more than 20 working days, unless otherwise approved by the Engineer. The activities in the baseline schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float or negative lag to an activity.

MONTHLY SCHEDULE UPDATES

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. At the monthly progress meeting the Contractor shall submit to the Engineer an update of the network diagram and project schedule reports as defined above. Update schedules shall have a data date of the twenty-first calendar day of the month, or other date as established by the Engineer, and shall include the information available up to that date. Durations for work that has been completed will be shown on the schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

SCHEDULE REVISIONS

When the Contractor proposes a revision to an accepted schedule, the Contractor shall state in writing the reasons for the change, as well as the specifics, such as, but not limited to, revisions to activities, logic, durations, and other matters pertinent to the proposed revisions. If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. In addition to the revision submittal, the Contractor shall submit a schedule update with the same data date as the revision which is to reflect the project condition just prior to implementing the revision. The Contractor shall discuss contemplated revisions with the Engineer prior to the submittal.

Within 15 days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
- B. The scheduled completion date of the current submitted updated CPM schedule indicates that the contract progress is 20 days or more behind the current accepted schedule or revision.
- C. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical or near critical path or contract progress.

SCHEDULE TIME ADJUSTMENT

When the Contractor requests a time adjustment due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit a written time impact analysis to the Engineer illustrating the impacts of each change or delay on the current scheduled completion date or milestone completion date. The analysis shall use the currently accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the currently accepted schedule does not appropriately represent the conditions prior to the event, the schedule shall be updated to the day before the event being analyzed. An additional analysis shall be performed after the completion of the event. If the event is on the critical path at the time of its completion, then the difference between the scheduled completion dates of these 2 analyses shall be equal to the adjustment in time. The time impact analysis shall include one or more fragnet(s) demonstrating how the Contractor proposes to incorporate the event(s) into the schedule, including logic and duration of the proposed activities. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

Time impact analyses shall be submitted in duplicate within 15 days of a delay and shall be used in determining contract change order days. Approval or rejection of each time impact analysis by the Engineer will be made within 15 days after receipt of the time impact analysis. In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The third paragraph of Section 4-1.03A of the Standard Specifications shall not apply.

FINAL SCHEDULE UPDATE

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the contract.

PAYMENT

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, material (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating, and revising progress schedules; maintaining and repairing the computer hardware; and instructing and assisting the Engineer in the use of the computer hardware and software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

- A. A total of 50 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 5 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and required CPM training.
- B. A total of 60 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 25 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- C. A total of 75 percent of the progress schedule (critical path) contract item amount will be made when 50 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- D. A total of 100 percent of the progress schedule (critical path) contract item amount will be made when 100 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and a completed and certified Final Schedule Update.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule (critical path) will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit pre-construction scheduling documents, an acceptable baseline, acceptable updated schedule, or acceptable revised progress schedule (critical path) conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit progress schedules (critical path) will be released for payment on the next monthly estimate for partial payment following the date that pre-construction scheduling documents and acceptable progress schedules (critical path) are submitted to the Engineer, and no interest will be due the Contractor.

10-1.06 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAYS. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
 - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
 - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50 percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. are adequately supported by reliable documentation; and
3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.07 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work:

Utility (address)	Location	Working Days
PG&E power poles	as shown on the plans	30

In the event that the utility facilities mentioned above are not installed by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being installed by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

10-1.08 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.09 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/files.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

10-1.10 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.11 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Any traffic control operation may involve support by the California Highway Patrol (CHP). The Contractor shall prepare written lane closure schedules in accordance with the requirements listed in "Lane Closure Requirements And Conditions", elsewhere in these special provisions. Any costs incurred by the CHP, as a result of late notification by the Contractor to the Engineer of cancellation of a lane closure will be deducted from any moneys due, or that may become due, the Contractor under this contract.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Portable changeable message signs shall be placed for each lane closure prior to the first advance warning sign shown on the plans, or as directed by the Engineer.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Lane closures shall not exceed 900 meters in length.

Concurrent lane closures will not be allowed within the project limits.

When a designated legal holiday falls on a Monday, the full width of the traveled way shall be open for use by public traffic on the preceding Friday.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work or the length of lane closures which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1 Two-lane and Multilane Lane Requirements																										
Location: Men-101-KP 9.0 / 14.3																										
FROM HOUR TO HOUR	a.m.												p.m.													
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Mondays through Thursdays	R	R	R	R	R	R	R	R	R	R	2	2	2	2	2	2	2	2	2	R	R	R	R	R	R	
Fridays	R	R	R	R	R	R	R	R	R	R	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Saturdays	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Sundays	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Day before designated legal holiday	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Designated legal holidays	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Legend:																										
R	A minimum of one 3.6 m wide paved lane, with a corresponding 1.2 m wide paved shoulder, shall be open for use by public traffic.																									
2	A minimum of one 3.6 m wide paved lane, with a corresponding 1.2 m wide paved shoulder, shall be open for use by public traffic in each direction of travel.																									
REMARKS: Public traffic shall not be allowed to travel on unpaved surfaces.																										

10-1.12 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.13 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

STATIONARY LANE CLOSURE

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

On 2-lane, 2-way roadways, one-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

On 2-lane, 2-way roadways, additional advance flaggers will be required. All flaggers shall have radio contact with personnel in the work zone.

On 2-lane, 2-way roadways, utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Flashing arrow signs shall be in the caution display mode when used on 2-lane highways. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted. The full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor; Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor, Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be _____ mm \pm _____ mm above the ground at all points for proper impact performance." A TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMAs in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.14 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways) edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION

Whenever lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 (ROAD CONSTRUCTION AHEAD) or C23 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m ahead of "no passing" zones. R63 (DO NOT PASS) signs shall be installed at the beginning and at every 600-m interval within "no passing" zones. For continuous zones longer than 3 km, W71 (NEXT _____ MILES) signs shall be installed beneath the C18 or C23 signs installed ahead of "no passing" zones. R64 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation and signing specified for "no passing" zones) for those areas where temporary laneline and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGE LINE DELINEATION

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edgeline delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

- A. Temporary pavement delineation for right edgelines shall, at the option of the Contractor, consist of either a solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m.
- B. Temporary pavement delineation for left edgelines shall, at the option of the Contractor, consist of either solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m or temporary pavement markers placed at longitudinal intervals of not more than 1.8 m. Temporary pavement markers used for temporary left edgeline delineation shall be one of the types of temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Traffic stripe (100-mm wide) placed as temporary edgeline delineation which will require removal shall conform to the provisions of "Temporary Traffic Stripe (Tape)" of these special provisions. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these special provisions may be used. The quantity of temporary traffic stripe (tape) or temporary traffic stripe (paint) used for this temporary edgeline delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during the hours of the day that the portable delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (900 mm) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

The quantity of channelizers used as temporary edgeline delineation will not be included in the quantity of channelizers to be paid for. Full compensation for furnishing, placing, maintaining and removing temporary edgeline delineation for those areas where temporary edgeline delineation is not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

TEMPORARY TRAFFIC STRIPE (PAINT)

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the plans. The painted temporary traffic stripe shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required.

Temporary painted traffic stripe shall conform to the provisions in "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

At the Contractor's option, temporary removable striping tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be used instead of painted temporary traffic stripes. When traffic stripe tape is used in place of painted temporary traffic stripes, the tape will be measured and paid for by the meter as temporary traffic stripe (paint).

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary painted traffic stripe. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. When temporary reflective pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

MEASUREMENT AND PAYMENT

Temporary traffic stripe (paint) will be measured and paid for in the same manner specified for paint traffic stripe (1-coat) in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

10-1.15 BARRICADE

Barricades shall be furnished, placed and maintained at the locations shown on the plans, specified in the Standard Specifications or in these special provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these special provisions regarding retroreflective sheeting for barricades.

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

Full compensation for furnishing, installing, maintaining, and removing construction area signs and marker panels on barricades shall be considered as included in the contract unit price paid for the type of barricade involved and no separate payment will be made therefor.

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these special provisions and will not be included in the count for payment of barricades.

10-1.16 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

10-1.17 TEMPORARY FLASHING BEACON (SOLAR POWERED) SYSTEM

Temporary flashing beacon (TFB) (solar powered) system shall be constructed as units and shall consist of installing, maintaining, and removing TFB (solar powered) system in conformance with the details shown on the plans, the provisions in "Maintaining Traffic" of these special provisions, the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications, and these special provisions.

TFB (solar powered) system shall be installed as shown on the plans at each end of the project. The provisions in this section shall not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to conform to the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Sections 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the TFB (solar powered) conforms to the contract plans and specifications, conforms to the pre-qualified design and material requirements and was manufactured in conformance with the approved quality control program.

Materials and equipment to be used in the TFB (solar powered) system shall be either new or used suitable for the intended use.

The Contractor shall provide the construction area sign panel to be mounted on TFB (solar powered) standard, the flasher, solar panels and mounting brackets, amber LED signal sections, batteries, photovoltaic controller and all other components of the circuit as specified in these special provisions.

The Contractor shall complete all mechanical and electrical connections to operate the TFB (solar powered). The signal beacon head assembly shall consist of the following:

- 300-mm aluminum coated black head with prismatic amber lens.

- Solid state electronics to enable flasher operation.

- Polycarbonate housing to protect circuitry from dust and moisture.

- Each beacon shall be provided with a backplate, visor, flasher assembly, NEMA 3R enclosure, circuit breaker or switch.

- Amber LED signal unit.

The amber LED signal unit shall conform to the following:

- 420 LED signal unit using 1200 mcd with luminosity of 504 candles approximately.

- Power Requirements: 12 V(dc), 20 W

- Night sensitive dimming/flasher module rated at 50 percent connected load.

- Viewing angle: 30 degrees.

Sign panels to be installed on the TFB (solar powered) system shall be stationary mounted construction area signs conforming to the provisions in "Construction Area Signs" of these special provisions.

Standards for TFB (solar powered) system units shall be wood posts or wood poles as shown on the plan. Wood posts and wood poles shall be the sizes shown on the plans and shall conform to the provisions in Section 56-2.02B, "Wood Posts," and Section 56-2.03, "Construction," and Section 86-2.12, "Wood Poles," of the Standard Specifications and shall be installed as shown on the plans for roadside signs.

OPERATION

The TFB (solar powered) system shall operate at nominal 12 V(dc) as shown on the plans. The flash rate and battery recharge time shall conform to the provisions in Section 12-3.05, "Portable Flashing Beacons," of the Standard Specifications.

Unless otherwise directed by the Engineer, the system shall be operated on a continuous 24-hour basis during the length of the contract.

MAINTAINING TFB (SOLAR POWERED) SYSTEM

Maintaining the TFB (solar powered) system shall be the sole responsibility of the Contractor.

If components in the TFB (solar powered) system are damaged, displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location or to an alternate location designated by the Engineer.

CONDUCTORS AND WIRING

Conductors for direct burial shall be Type UF cable of the size and number of conductors required. Conductor size shall be No. 12, minimum.

Where conductors are to be placed across paved areas, the conductors shall be suspended at least 7.6 m above the roadway or may be placed in sawed slots as provided for inductive loop detectors.

When no longer required, conductors in sawed slots shall be abandoned in place.

At the option of the Contractor, conductors to be placed outside of paved areas shall be placed by one of the following methods:

- A. Direct Burial. Conductors shall be installed at a minimum depth of 600 mm below grade.
- B. Placed in Buried Conduit. Conductors shall be installed in either Type 1, Type 2 or Type 3 conduit. Type 1 and Type 2 conduit shall be buried a minimum depth of 300 mm below grade. Type 3 conduit shall be buried a minimum depth of 450 mm below grade.
- C. Suspended from Wood Poles. Suspended conductors shall have a minimum clearance at any point of 3 m. Portions of conductor installed on the face of wood poles shall be placed in either Type 3 or Type 4 conduit between the point 3 m above grade at the pole and the pull box. Conduit between pole and pull box shall be buried a minimum depth of 450 mm below grade.

BONDING AND GROUNDING

The TFB (solar powered) system shall be mechanically and electrically secure to form a continuous system effectively grounded by the cable grounding conductor.

SERVICE

At the option of the Contractor, commercial power, if available, may be used to energize the TFB (solar powered) system. Service shall be 120 V, 60 Hz. Power sources shall be protected in locked enclosures. The Engineer shall be provided with keys to all locks.

The use of power from private parties, other than a direct connection to a utility company service point, will not be permitted.

Electrical power shall not be used from existing highway facilities, except when approved in writing by the Engineer.

The Contractor shall make the arrangements with the utility company to provide service. The cost to provide commercial power shall be at the expense of the Contractor.

PAYMENT

The contract unit price paid for temporary flashing beacon (solar powered) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, and disposing of the temporary flashing beacon (solar powered) system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing, installing, maintaining, and disposing of construction area signs for the temporary flashing beacon (solar powered) system shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.18 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary railing (Type K) shall be pinned along the entire length of each installation during Stage 1 construction as shown on the plans. The Contractor shall remove pins, and shall patch resultant holes in existing asphalt concrete surfacing in areas directed by the Engineer, when pinned temporary railing (Type K) is no longer required for stage construction work.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

Full compensation for pinning temporary railing (Type K), as shown on the plans, including providing pins, removing pins when no longer required and patching any resulting holes in existing asphalt concrete surfacing, shall be considered as included in the contract price paid per meter for temporary railing (Type K) and no additional compensation will be allowed therefor.

10-1.19 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.20 TEMPORARY TRAFFIC SCREEN

Temporary traffic screen shall be furnished, installed, and maintained on top of temporary railing (Type K) at the locations designated on the plans, specified in the special provisions or directed by the Engineer and shall conform to the provisions specified for traffic handling equipment and devices in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Temporary traffic screen panels shall be new or used CDX Grade, or better, plywood or weather resistant strandboard mounted and anchored on temporary railing (Type K). Wale boards shall be new or used Douglas fir, rough sawn, Construction Grade, or better. Pipe screen supports shall be new or used galvanized steel pipe, Schedule 40. Nuts, bolts, and washers shall be cadmium plated. Screws shall be black or cadmium plated flat head, cross slotted screws with full thread length.

When no longer required, as determined by the Engineer, temporary traffic screen shall be removed from the site of the work and shall become the property of the Contractor.

Temporary traffic screen will be measured by the meter from actual measurements along the line of the completed temporary traffic screen, at each location designated on the plans, specified or directed by the Engineer. If the Engineer orders a lateral move of temporary railing, with temporary traffic screen attached, and the repositioning is not shown on the plans, moving the temporary traffic screen will be paid for as part of the extra work for moving the temporary railing as specified in Section 12-4.01, "Measurement and Payment," of the Standard Specifications. Temporary traffic screen placed in excess of the length shown, specified or directed by the Engineer will not be paid for.

Full compensation for repositioning temporary traffic screen attached to temporary railing (Type K) in conformance with this specification and with the requirements of "Reset Temporary Railing (Type K)", elsewhere in these special provisions, shall be considered as included in the contract price paid per meter for reset temporary railing (Type K) and no separate payment will be made therefor.

The contract price paid per meter for temporary traffic screen shall include full compensation for furnishing all labor, materials (including anchoring systems), tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining, and removing the temporary traffic screen, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.22 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the State, and shall be cleaned, packaged, bundled, tagged, and hauled to the District Materiel's Center 90 West Lake Mendocino Drive, Ukiah, CA and stockpiled.

The Contractor shall notify the Engineer and the District Materiel's Coordinator, telephone (707) 463-4738 a minimum of 48 hours prior to hauling salvaged material to the Recycle Center.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357.

ABANDON CULVERT

Existing culverts, where shown on the plans to be abandoned, shall be abandoned in place or, at the option of the Contractor, the culverts shall be removed and disposed of. Resulting openings into existing structures that are to remain in place shall be plugged with commercial quality concrete containing not less than 300 kg of cement per cubic meter.

Abandoning culverts in place shall conform to the following:

- A. Culverts that intersect the side slopes shall be removed to a depth of not less than one meter measured normal to the plane of the finished side slope, before being abandoned.
- B. Culverts 300 mm in diameter and larger, shall, at the Contractor's option, be backfilled with either sand, controlled low strength material or slurry cement backfill conforming to the provisions in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications by any method acceptable to the Engineer that completely fills the pipe. Sand backfill material shall be clean, free draining, and free from roots and other deleterious substances.
- C. The ends of culverts shall be securely closed by a 150 mm thick tight fitting plug or wall of commercial quality concrete.

Culverts shall not be abandoned until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended culvert or pipeline abandonment.

If the Contractor elects to remove and dispose of a culvert which is specified to be abandoned, as provided herein, backfill specified for the pipe will be measured and paid for in the same manner as if the culvert has been abandoned in place.

Backfill will be measured by the cubic meter determined from the dimensions of the culverts to be abandoned.

The contract price paid per cubic meter for sand backfill shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in backfilling culverts with sand, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Controlled low strength material and slurry cement backfill, if used at the Contractor's option, will be measured and paid for by the cubic meter as sand backfill.

Full compensation for concrete plugs, pipe removal, structure excavation, and backfill shall be considered as included in the contract unit price paid for abandon culvert and no additional compensation will be allowed therefor.

ABANDON RISER

Existing riser, where shown on the plans to be abandoned, shall be abandoned in place or, at the option of the Contractor, the riser shall be removed and disposed of. Riser shall be abandoned in the same manner specified for abandoning culverts in these special provisions. Resulting openings into existing pipes that are to remain in place shall be plugged with commercial quality concrete containing not less than 300 kg of cement per cubic meter.

Full compensation for concrete plugs shall be considered as included in the contract unit price paid for abandon riser and no additional compensation will be allowed therefor.

SALVAGE ROADSIDE SIGN

Existing roadside signs, where shown on the plans to be salvaged, shall be removed and salvaged.

REMOVE FENCE

Existing fence, where shown on the plans to be removed, shall be removed and disposed of.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid for the various items of work involved and no separate payment will be made therefor.

REMOVE CULVERT MARKERS

Existing culvert markers shall be removed and disposed of.

Full compensation for removing and disposing of culvert markers shall be considered as included in the contract price paid per cubic meter for roadway excavation and no separate payment will be made therefor.

REMOVE TRAFFIC STRIPE

Traffic stripes to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

The following traffic stripes will be removed on this project:

- A. White thermoplastic traffic stripes
- B. Yellow thermoplastic traffic stripes

In addition to the requirements of Section 15, "Existing Highway Facilities," of the Standard specifications, removal of yellow thermoplastic traffic stripes shall conform the following requirements:

Yellow thermoplastic traffic stripes may contain lead and chromium. Residue produced when yellow thermoplastic material is removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow thermoplastic material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow thermoplastic residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer no less than 15 days prior to removal of yellow thermoplastic traffic stripes.

The Contractor or subcontractor removing the yellow thermoplastic material shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior to start of removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all contractor or subcontractor employees removing or handling the yellow thermoplastic residue. Inspection reports shall be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer. Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the contractor, which meets the requirements of Title 8, Section 1532.1. State personnel to be trained shall be 3. Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripes, the residue, including dust, shall be contained and collected immediately. Sweeping shall not be allowed. Collection shall be by HEPA vacuum attachment operated concurrently, or other equally effective method, with removal operations. The Contractor shall submit a removal, storage, and disposal work plan in writing to the Engineer for approval not less than 15 days prior to start of removal operations.

The collected residue shall be stored in properly labeled and covered containers approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

Attention is directed to "Water Pollution Control " elsewhere in these special provisions regarding the Contractor's responsibility to comply with all Federal, State and local water pollution regulations.

Removed yellow thermoplastic material shall remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substance Control using current manifesting procedures. The Engineer will obtain the Environmental Protection Agency Generator Identification No. and Board of Equalization Identification Number as required and will sign all manifests as the generator.

The Contractor shall assume that the yellow thermoplastic residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract price paid per meter for remove thermoplastic traffic stripe and no additional compensation will be allowed therefor.

REMOVE DRAINAGE FACILITY

Existing culverts, inlets, headwalls and endwalls, where shown on the plans to be removed, shall be completely removed and disposed of.

RESET MAILBOX

Existing mailboxes shall be removed and reset in conformance with the details shown on the plans.

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. During construction, the mailboxes shall be installed on posts set in the ground or the mailboxes may be installed on temporary supports approved by the Engineer.

When construction is complete, the mailboxes shall be installed in the final position on new redwood posts.

Redwood posts shall conform to the provisions for sign posts in Section 56-2.02B, "Wood Posts," of the Standard Specifications.

The space around the posts shall be backfilled with earthy material. The backfill material shall be placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted.

Existing posts, mounts, and hardware shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

A multiple-box installation shall consist of 2 mailboxes installed on a single post. Each multi-box installation shall be considered as 2 units for payment purposes.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment.

Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefor.

Full compensation for disposing of existing posts, mounts, and hardware; moving and maintaining the mailboxes (regardless of the number of moves required); and for furnishing new posts, planks, and hardware shall be considered as included in the contract unit price paid for reset mailbox and no additional compensation will be allowed therefor.

RESET ROADSIDE SIGN

Existing roadside signs, where shown on the plans to be reset, shall be removed and reset.

Each roadside sign shall be reset on the same day that the sign is removed.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

RELOCATE GATE

Existing gates shall be removed and relocated to the new locations shown on the plans.

Relocating gates shall be performed in a manner that will prevent the escape of livestock.

RELOCATE CATTLE GUARD

At the location shown on the plans or where directed by the Engineer, metal cattle guard shall be relocated in conformance with the details shown on the plans, the Standard Specifications, and as specified in this special provision.

Relocating cattle guard shall be performed in a manner that will prevent the escape of livestock.

The existing concrete foundations shall be removed and disposed of.

Structure excavation and backfill for concrete foundations shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications.

Concrete foundations shall conform to the provisions in Section 51, "Concrete Structures," and to the provisions for minor concrete in Section 90, "Portland Cement Concrete," of the Standard Specifications.

The contract unit price paid for relocate cattle guard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating cattle guard, complete in place, including structure excavation and backfill, and concrete, as shown on the plans, as specified in this special provision and in the Standard Specifications, and as directed by the Engineer.

RELOCATE ROADSIDE SIGN

Existing roadside signs shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

OBLITERATE SURFACING

Existing surfacing, when no longer required for the passage of public traffic, shall be obliterated at the locations shown on the plans.

BRIDGE REMOVAL

Removing portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

BRIDGE REMOVAL PIETA CREEK BRIDGE (Bridge No. 10-0083)

Bridge removal shall consist of removing existing abandoned Pieta Creek Bridge (Br. No. 10-0083). Existing bridge is a 3-span reinforced concrete T-beam bridge, approximately 36.5 meters in length and 11.5 meters in width, supported on spread footings.

Abutments 1 and 4 shall be removed to 0.3-meter below the finished grade of existing slope protection. Bents 2 and 3 shall be removed completely, including footings.

Existing sacked concrete slope protection and approach fills shall remain in place on both the north and south sides of the existing structure. All excavations shall be backfilled to original grade. Excavated substrate material consisting of coarse sand, gravel and rock may be used as backfill. Debris, silt and organic material shall not be used as backfill.

Attention is directed to "Order of Work" elsewhere in these special provisions regarding bridge removal work windows.

Existing riparian vegetation within the work area shall be avoided and protected, or if directly in conflict with the work area, shall be tied back, pruned or cut at grade. Riparian vegetation shall not be removed.

Upon completion of bridge removal all disturbed areas below the plane of ordinary high water shall be restored to the approximate contour elevation and condition that existed prior to construction.

The State has determined that there is no asbestos present in the existing Pieta Creek Bridge.

NOTIFICATION

The Contractor shall prepare bridge demolition notification form, attachments and fees to be submitted to the California Air Resource Board, Compliance Division, 2020 'L' Street, Sacramento, CA 95814, and to County of Mendocino Air Quality Management District, 306 East Gobbi Street, Ukiah California as required by NESHP, 40CFR Part 61, and California Air Resources Control Board rules. The "A" copy of the notification form and attachments shall be provided to the Engineer (NESHP Coordinator) by certified mail, a minimum of 30 days prior to demolition. No demolition of the structure shall take place until the Contractor has received written confirmation from the Engineer that notification has been approved by the Air Resources Board. If the Contractor does not receive direction from the Engineer within 20 days after submittal that changes to the notification are required, or written confirmation of receipt and approval by the Air Resource Board, then any delays to the Contractor's operations as a direct result of lack of written notification or confirmation from the Engineer will be considered right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," of the Standard Specifications; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereof shall be final and conclusive.

Full compensation for fees required by this special provision shall be considered as included in the contract lump sum price paid for bridge removal and no additional compensation will be allowed therefor.

If water is present under the abandoned Pieta Creek Bridge when bridge removal begins, the Contractor shall conform to the following procedures:

- A. The Contractor shall retain a fisheries biologist approved by Caltrans and the National Marine Fisheries Service to determine if steelhead trout are present.
- B. If steelhead trout are not present, then no additional measures will be necessary.
- C. If steelhead trout are present, the waters shall be protected. No debris, asphalt or other materials will be allowed to fall into or touch the water.

Full compensation for retaining an approved fisheries biologist and for protecting any existing waters under the abandoned Pieta Creek Bridge shall be considered as included in the contract lump sum price paid per for bridge removal and no additional compensation will be allowed therefor. All removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The Contractor shall submit a complete bridge removal plan to the Engineer detailing procedures and sequence for removing portions of bridge, including all features necessary to remove the bridge in a safe and controlled manner.

The bridge removal plan shall be furnished for Pieta Creek Bridge (Br. No. 10-0083), and shall include the following:

- A. The bridge removal sequence for the entire structure, including staging of bridge removal;
- B. Equipment locations on the structure during removal operations;
- C. Temporary support shoring or temporary bracing;
- D. Locations where work is to be performed and
- E. Details and locations of protective covers or other measures to assure that people, property, and improvements will not be endangered.

Temporary support shoring, temporary bracing, and protective covers as required, shall be designed and constructed in conformance with the provisions in Section 51-1.06, "Falsework," of the Standard Specifications and these special provisions.

The assumed horizontal load to be resisted by the temporary support shoring and temporary bracing, for removal operations only, shall be the sum of the actual horizontal loads due to equipment, construction sequence or other causes, and an allowance for wind, but in no case shall the assumed horizontal load to be resisted in any direction be less than 5 percent of the total dead load of the structure to be removed.

The removal operations shall be conducted in such a manner that the portion of the structure not yet removed remains in a stable condition at all times. For girder bridges, each girder shall be completely removed within a span before the removal of the adjacent girder is begun. For slab type bridges, removal operations within a span shall be performed along a front that roughly parallels the primary reinforcing steel.

The Contractor shall submit working drawings, with design calculations, to the Engineer for the proposed bridge removal plan. The bridge removal plan shall be prepared by an engineer who is registered as a Civil Engineer in the State of California. The design calculations shall be adequate to demonstrate the stability of the structure during all stages of the removal operations. Calculations shall be provided for each stage of bridge removal and shall include dead and live load values assumed in the design of protective covers. At a minimum, a stage will be considered to be removal of the deck, the soffit, or the girders, in any span; or walls, bent caps, or columns at support locations.

The bridge removal plan shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings and design calculations and times for review for any bridge removal plans shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

At a bridge site where a bridge removal plan is required, the Contractor's registered engineer shall be present at all times when bridge removal operations are in progress. The Contractor's registered engineer shall inspect the bridge removal operation and report in writing on a daily basis the progress of the operation and the status of the remaining structure. A copy of the daily report shall be available at the site of the work at all times. Should an unplanned event occur, the Contractor's registered engineer shall submit immediately to the Engineer for approval, the procedure of operation proposed to correct or remedy the occurrence.

Full compensation for conforming to the requirements of this special provision shall be considered as included in the contract lump sum price paid for bridge removal and no additional compensation will be allowed therefor.

REMOVE CONCRETE

Concrete, where shown on the plans to be removed, shall be removed.

Concrete will be measured and paid for by the unit as shown on the plans.

Concrete removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

RESET TEMPORARY RAILING (TYPE K)

Temporary railing (Type K) shall be reset at the locations shown on the plans, and as directed by the Engineer.

Attention is directed to "Temporary Traffic Screen" elsewhere in these special provisions regarding resetting temporary traffic screen located on temporary railing (Type K).

10-1.23 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in "Earthwork" of these special provisions.

Vegetable growth from clearing and grubbing operations shall only be disposed of within the project limits or at approved disposal site or sites.

Attention is directed to "Asbestos Soils Plan and Monitoring" and "Material with Naturally Occurring Asbestos" elsewhere in these special provisions.

Clearing and grubbing operations shall result in no visible dust. No material containing asbestos shall be deposited on public roads. The Contractor shall indemnify the State from any costs due to spillage of material containing asbestos during transport.

10-1.24 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Bridge abutment slopes consisting of rock slope protection, rock slope protection fabric and select native material for Pieta Creek Bridge (Br. No. 10-0083) have been previously constructed by another contract in the configuration shown on the plans. Structure excavation operations shall be conducted to minimize disturbance of existing materials. On completion of abutment construction for the bridge, the Contractor shall restore the existing slope materials and configuration in conformance with the details shown on the plans, the requirements of the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for restoring existing slope materials and configuration shall be considered as included in the contract prices paid for the various items of work involved, and no separate payment will be made therefor.

Top of cut ditches shall be constructed at the locations shown on the plans, or as directed by the Engineer.

Dirt access road shown on the plans shall be constructed to the dimensions shown on the plans at the location directed by the Engineer.

Slurry cement backfill for existing box culverts, as shown on the plans, shall conform to the requirements of Section 19-3.062, "Slurry Cement Backfill", of the Standard Specifications.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

At the option of the Contractor, vegetable growth may be disposed of in embankment areas by Method II.

A. METHOD II

1. Buried vegetable growth shall be placed at least 4.5 m beneath the grading plane, at least 3 m from the surface of any embankment slope, and at least 2.0 m horizontally from and not beneath any planned structures, including but not limited to: abutments, walls, footings, foundations, piles, drainage structures and utility installations.
2. Brush, grass, weeds, slash, and limbs or logs under 100 mm in diameter shall be chipped and placed on the completed embankment slopes and mixed with the underlying earth to such extent that the vegetable growth will not support combustion.

Regardless of the method utilized, vegetable growth shall not be buried in areas where less than 10 percent of the embankment material passes a 75-µm sieve, nor in areas where the plans prohibit burying vegetable growth. Downed trees shall be separated into stumps and logs. Stump roots shall be trimmed to within 0.6-m of the trunk and then the trunks placed vertically in the embankment and spaced so that compaction equipment can readily pass between them. Logs and trimmed branches shall be laid parallel to each other and at least 0.3-m apart. Each single layer of stumps, logs, and branches shall be covered with at least 1.0 m of compacted embankment material.

Full compensation for disposing of vegetable growth in embankment areas shall be considered as included in the contract lump sum price paid for clearing and grubbing and no additional compensation will be allowed therefor.

If the Contractor elects to use the "Weep Hole and Geocomposite Drain" alternative where permitted on the plans, the geocomposite drain shall conform to the details shown on the plans and the following:

- A. Attention is directed to "Engineering Fabrics" under "Materials" of these special provisions.
- B. Geocomposite drain shall consist of a manufactured core not less than 6.35 mm thick nor more than 50 mm thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate, through the drainage void, of at least 25 liters per minute per meter of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 168 kPa.
- C. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
- D. Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.
- E. The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
- F. The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.
- G. The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 75 mm at all joints and wrap around the exterior edges a minimum of 75 mm beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 150 mm and be attached thereto.
- H. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum 150-mm overlap.
- I. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.
- J. Treated permeable base to be placed around the slotted plastic pipe at the bottom of the geocomposite drain shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.
- K. The treated permeable base shall be enclosed with a high density polyethylene sheet or PVC geomembrane, not less than 250 μ m thick, which is bonded with a suitable adhesive to the concrete and geocomposite drain. Surfaces to receive the polyethylene sheet shall be cleaned before applying the adhesive. The treated permeable base shall be compacted with a vibrating shoe type compactor.

Pervious backfill material in connection with bridge work will be measured and paid for by the cubic meter as structure backfill (bridge).

If structure excavation or structure backfill involved in bridges is not otherwise designated by type, and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be paid for at the contract price per cubic meter for structure excavation (bridge) or structure backfill (bridge).

10-1.25 MATERIAL WITH NATURALLY OCCURRING ASBESTOS

Attention is directed to "Asbestos Soils Plan and Monitoring" elsewhere in these special provisions.

AIR QUALITY MONITORING

The Contractor shall monitor air quality in conformance with the Health and Safety Plan in "Asbestos soils and Monitoring" elsewhere in these special provisions. Results of air quality tests shall immediately be made available to the Engineer.

DISPOSAL

All surplus excavated material on the project shall become the property of the Contractor and shall be disposed of in conformance with this special provision.

No excavated material with naturally occurring asbestos shall be used for surfacing applications, as defined by the Air Resources Control Board Airborne Toxic Control Measure for Surfacing Applications (ARB Rule). Excess excavated material shown by the Contractor's testing to have less than 0.25% naturally occurring asbestos by volume as defined by the ARB Rule may be disposed of in conformance with Section 7-1.13, "Disposal Of Material Outside The Highway Right Of Way," of the Standard Specifications.

Prior to testing naturally occurring asbestos containing materials, the Contractor shall submit to the Engineer his sampling and analysis procedure and the name of the laboratory which will be used to perform tests a minimum of fifteen working days prior to beginning any sampling or analysis. The Contractor shall use a laboratory certified by the California Department of Health Services. Characterization of the material shall be based on guidelines in USEPA, SW 846, "Test Methods for Evaluating Solid Waste, Volume II: Field Manual Physical/Chemical, Chapter Nine, Section 9.1, and ARB Rule.

The Contractor shall provide access for the Engineer or the Engineer's representative to the disposal site or sites at all times to confirm that the requirements of the ARB Rule are met. Naturally occurring asbestos containing material found to be on surfaces in violation of the ARB Rule shall be immediately mitigated by removal, covered with a minimum of 0.3 meter of material containing less than 0.25% by volume of naturally occurring asbestos, or other methods as directed by the Engineer.

At the completion of disposal operations the Contractor shall cover any area at the disposal site or sites having less than a 20% slope with 0.3 meter of material containing less than 0.25% by volume of naturally occurring asbestos, unless soil tests performed by the Contractor prove that such surfaces comply with the ARB rule.

Once final grading at the disposal site or sites is complete, the Contractor shall conduct a study to confirm that the all excess material originating from the project that was placed in the disposal site conforms to the ARB Rule. The Contractor shall take a minimum of 50 samples to be analyzed by ARB Method 435. The completed study shall be signed by a California Registered Geologist and provided to the Engineer prior to completion of the contract.

Erosion control materials shall be applied to the completed disposal site in conformance with the requirements of "Erosion Control (Type D)", elsewhere in these special provisions.

The Contractor shall conduct any further investigation deemed necessary by the owner of the property accepting the asbestos-containing material and non-asbestos containing material. This investigation shall be at the Contractor's expense.

The written authorization from the property owner for disposal shall include an acknowledgement that the material contains naturally occurring asbestos, and shall state the levels of asbestos reported from testing. The Contractor shall also provide to the property owner the following written statement:

WARNING!

This material may contain asbestos.

It is unlawful to use this material for surfacing or any application in which it would remain exposed and subject to possible disturbances.

Extreme care should be taken when handling this material to minimize the generation of dust.

The Contractor shall supply receipts for material to the property owner per ARB Rule. Copies of the receipts shall be provided to the Engineer weekly.

PAYMENT

The contract price paid per cubic meter for roadway excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavation of all naturally occurring asbestos containing and non-asbestos containing materials, complete in place, including compliance with all regulatory requirements, conforming to ARB requirements, soil testing, protecting, loading and re-loading as many times as required for planned work and disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

For all other items of work which generate naturally occurring asbestos materials, full compensation for conforming to the requirements of the special provisions shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.26 CONTROLLED LOW STRENGTH MATERIAL

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications and these special provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for aluminum and aluminum-coated culverts nor for culverts having a diameter or span greater than 6.1 m.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 300 mm. This minimum may be reduced to 150 mm when the height of cover is less than or equal to 6.1 m or the pipe diameter or span is less than 1050 mm.

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than 25 mm below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameter or 0.5 height for rigid culverts and 0.7 diameter or 0.7 height for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 345 kPa and 690 kPa for pipe culverts having a height of cover of 6.1 m or less and a minimum 28-day compressive strength of 690 kPa for pipe culverts having a height of cover greater than 6.1 m. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. When controlled low strength material is used as structure backfill for pipe culverts, the sections of pipe culvert in contact with the controlled low strength material shall conform to the requirements of Chapter 850 of the Highway Design Manual using the minimum resistivity, pH, chloride content, and sulfate content of the hardened controlled low strength material. Minimum resistivity and pH shall be determined in conformance with the requirements of California Test 643. The chloride content shall be determined in conformance with the requirements of California Test 422 and the sulfate content shall be determined in conformance with the requirements of California Test 417.
- C. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- D. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 76 mm prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: D 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

10-1.27 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (Type D) shall be applied during the period starting September 1 and ending October 1; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately;

or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before September 1, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

Project Limits
LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus scoparius (Deerweed)	65	3
Lupinus densiflorus 'Ed Gelding' (Gelding's Lupine)	65	3
Lupinus nanus (Sky Lupine)	65	3

Disposal Site
LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus scoparius (Deerweed)	65	3
Trifolium hirtum (Hykon Rose Clover)	65	3

Non-Legume Seed

Non-legume seed shall consist of the following:

Project Limits

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Agrostis pallens (diegoensis)* (Thin Grass)	65	.5
Clarkia amoena (Farewell-To-Spring)	50	1
Elymus elymoides* (Bottlebrush Squirrel)	60	9
Festuca idahoensis* (Idaho Fescue)	60	5
Hordeum californicum 'Prostrata'* (Prostrate California Barley)	50	12
Hordeum vulgare (Common Barley)	75	50
Linum grandiflorum var. rubrum (Scarlet Flax)	40	1
Mimulus aurantiacus (Sticky Monkey Flower)	40	.3
Nasella pulchra (Purple Needlegrass)	55	8
Poa secunda secunda* (Pine Bluegrass)	40	.5

**Disposal Site
NON-LEGUME SEED**

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Cichorium intybus (Chicory)	45	.5
Elymus glaucus 'Shasta-Trinity'* (Shasta-Trinity Blue Wild Rye)	60	9
Festuca idahoensis* (Idaho Fescue)	60	7
Hordeum vulgare (Common Barley)	75	50
Vulpia microstachys (Three Weeks Fescue)	50	3.5

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the date of harvest and the name, address and telephone number of the grower.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be

determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion shall be nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Project Limits	
Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Non-Legume Seed	87.3
Legume Seed	9
Compost	1500

Disposal Site	
Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Non-Legume Seed	70
Legume Seed	6
Compost	1500

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Project Limits and Disposal Site	
Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Compost	1500
Commercial Fertilizer	175
Stabilizing Emulsion (Solids)	200

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

MEASUREMENT AND PAYMENT

The contract price paid per tonne for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for erosion control (Type D) applied to the disposal site or sites will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.28 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications.

10-1.29 AGGREGATE SUBBASE

Aggregate subbase shall be Class 2 and shall conform to the provisions in Section 25, "Aggregate Subbases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 1, Class 2 and Class 3 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 1, Class 2 and Class 3 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where material will not be placed over the aggregate subbase.

10-1.30 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

The Durability Index for Class 2 aggregate base shall be 25 minimum.

10-1.31 TREATED PERMEABLE BASE, PRIME COAT AND SAND COVER

Treated permeable base shall be asphalt treated and shall conform to the provisions in Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for asphalt treated permeable base shall be PBA Grade 4 and shall conform to the provisions in "Asphalt" of these special provisions.

The aggregate shall be combined with 3 percent paving asphalt by mass of the dry aggregate.

A prime coat of liquid asphalt shall be applied to the top of the prepared aggregate base prior to placement of asphalt treated permeable base in conformance with Sections 39-4.01, "Subgrade," and 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," of the Standard Specifications.

Prime coat shall be MC-250 liquid asphalt in conformance with Section 93, "Liquid Asphalts," of the Standard Specifications.

Following the application of the prime coat material, sand shall be applied on the prime coat material. Sand shall be free from clay or organic material and shall be of such size that 90 percent to 100 percent will pass a 4.75-mm sieve and not more than 5 percent will pass a 75-µm sieve. Sand shall be spread uniformly with a sand cover of sufficient thickness to prevent any material being picked up, tracked or disturbed by wheels of equipment driving over prime coat treated areas. Damaged prime coat shall be repaired, at the Contractor's expense, prior to placing asphalt treated permeable base material.

Prime coat will be measured and paid for as specified in Section 39-8, "Measurement and Payment," of the Standard Specifications.

Full compensation for sand cover shall be considered as included in the contract price paid per tonne for liquid asphalt, MC-250 (prime coat) and no separate payment will be made therefor.

10-1.32 ASPHALT CONCRETE

Asphalt concrete shall be Type B and Open Graded and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be PBA Grade 1 and shall conform to the provisions in "Asphalt" of these special provisions.

The grade of asphalt binder to be mixed with aggregate for open graded asphalt concrete shall be PBA Grade 6a and shall conform to the provisions in "Asphalt" of these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, and overside drains shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The aggregate for Type B asphalt concrete shall conform to the 19-mm maximum, medium grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The aggregate for open graded asphalt concrete shall conform to the 12.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

Asphalt concrete placed in layers of 45 mm or less in compacted thickness or widths of less than 1.5 m shall be spread and compacted with the equipment and by the methods conforming to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications. Other asphalt concrete shall be compacted and finished in conformance with the provisions in Section 39 and the following:

- A. The provisions in Section 39-5.02, "Compacting Equipment," of the Standard Specifications shall not apply.
- B. The Contractor shall furnish a sufficient number of rollers to obtain the compaction specified in these special provisions and the surface finish required by the Standard Specifications and these special provisions.
- C. Rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the pneumatic-tired or steel-tired wheels. A parting agent that will not damage the asphalt mixture may be used.
- D. The second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications shall not apply.
- E. Asphalt concrete and asphalt concrete base shall be compacted by any means to obtain the specified relative compaction before the temperature of the mixture drops below 65°C. Additional rolling to achieve the specified relative compaction will not be permitted after the temperature of the mixture drops below 65°C or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off.
- F. The fifth and seventh through tenth paragraphs of Section 39-6.03, "Compacting," of the Standard Specifications shall not apply.
- G. Asphalt concrete and asphalt concrete base shall be compacted to a relative compaction of not less than 96.0 percent and shall be finished to the lines, grades, and cross section shown on the plans. In-place density of asphalt concrete and asphalt concrete base will be determined prior to opening the pavement to public traffic.
- H. Relative compaction will be determined by California Test 375.
- I. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is below 96.0 percent, the Contractor will be notified. Asphalt concrete or asphalt concrete base spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the specified relative compaction.
- J. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is less than 96.0 percent, the asphalt concrete or asphalt concrete base represented by that quantity shall be removed, except as otherwise provided in these special provisions. If requested by the Contractor and approved by the Engineer, asphalt concrete or asphalt concrete base with a relative compaction of 93.0 percent or greater may remain in place and the Contractor shall pay to the State the amount of reduced compensation for the quantity with relative compaction less than 96.0 percent and greater than or equal to 93.0 percent. The Department will deduct the amount of reduced compensation from moneys due, or that may become due, the Contractor under the contract. The amount of reduced compensation the Contractor shall pay to the State will be calculated using the total tonnes in the quantity with relative compaction less than 96.0 percent and greater than or equal to 93.0 percent multiplied by the contract price per tonne for asphalt concrete or asphalt concrete base involved multiplied by the following compensation factors:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
96.0	0.000	94.4	0.062
95.9	0.002	94.3	0.068
95.8	0.004	94.2	0.075
95.7	0.006	94.1	0.082
95.6	0.009	94.0	0.090
95.5	0.012	93.9	0.098
95.4	0.015	93.8	0.108
95.3	0.018	93.7	0.118
95.2	0.022	93.6	0.129
95.1	0.026	93.5	0.142
95.0	0.030	93.4	0.157
94.9	0.034	93.3	0.175
94.8	0.039	93.2	0.196
94.7	0.044	93.1	0.225
94.6	0.050	93.0	0.300
94.5	0.056		

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to the areas listed on the plans.

Aggregate for asphalt concrete dikes shall be in conformance with the provisions for 9.5-mm Maximum or 12.5-mm maximum grading in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the finished surface of the Type B asphalt concrete on Route 101 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

In addition to the provisions in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3-mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 45 mm will not be allowed at any time between adjacent lanes open to public traffic.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement for the entire length of the project prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

Asphalt concrete surfacing shall be placed on existing surfacing, including turnouts, left turn lanes, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and for doing all the work necessary to hand rake these conforms shall be considered as included in the contract prices paid per tonne for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

10-1.33 RUMBLE STRIP

This work shall consist of constructing rumble strips by forming indentations in newly paved outside shoulders in accordance with the details and at the locations shown on the plans and as specified in these special provisions.

Rumble strips shall not be placed on structures.

Rumble strips shall be formed by constructing indentations in the top layer of new asphalt concrete surfacing with a steel-tired 2-axle tandem roller, having a roller wheel diameter of 1000 mm or greater, weighing not less than 11 tonnes, and modified by fitting with pipe segments attached to the non-steering roller drum or formed by other means approved by the Engineer.

In addition to the provisions in the second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications, the breakdown compaction and forming of the rumble strips shall be completed before the temperature of the surface of the asphalt concrete falls below 110°C. After breakdown compaction on shoulders has been completed, indentations 25 mm in depth shall be formed by making a single pass along the shoulders with the modified roller drum in the trailing position. Final rolling shall be completed before the pavement temperature drops below 60°C.

When the tandem roller with the modified roller drum is used, the pipe segments shall be fabricated from 50-mm commercial quality steel pipe, 600 mm in length, cut longitudinally to provide a 40 percent segment in cross section. The pipe segments shall be beveled 150 mm at each end to provide indentations of the dimensions shown on the plans. The pipe segments shall be welded to the driving, non-steering roller drum at approximately 200-mm centers, with the rounded side of the pipe away from the drum.

The rumble strips shall be placed within 50 mm of the required alignment. The tandem roller shall be equipped with a sighting device that will enable the operator to maintain the alignment of the rumble strip.

Indentations shall not vary from the required dimensions by more than 10 percent. Should the methods used or equipment furnished fail to produce rumble strip indentations conforming to the provisions of these special provisions and the details shown on the plans, the rumble strip operations shall be discontinued and other suitable equipment shall be provided or the equipment or method of constructing the indentations shall be modified until the dimensional requirements are met.

Rumble strips will be measured by the station along each outside shoulder on which the rumble strips are constructed. The 200-mm distance between the rumble strip indentations will be included in the length of rumble strips to be paid for. A station shall be considered to be 100 meters.

The contract price paid per station for rumble strip shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing rumble strips, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.34 RUMBLE STRIPS (GROUND-IN)

Rumble strips (ground-in) shall consist of grinding rumble strip depressions along paved median or inside shoulders in accordance with the details shown on the plans and these special provisions.

Rumble strips shall not be placed on structures.

Should the methods used or equipment furnished by the Contractor fail to produce rumble strip depressions without tearing or snagging or damaging the pavement that is to remain in place, the rumble strip operation shall be discontinued and the Contractor shall provide other suitable equipment, or modify the equipment or method constructing the rumble strip depressions.

Residue from grinding rumble strip depressions shall be immediately vacuumed up and shall be disposed of outside the highway right of way as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Rumble strip depressions shall not vary from the required dimensions by more than 10 percent.

Constructing rumble strips shall be performed without damage to the new or existing stripe or pavement markers that are to remain in place. Damage to existing stripe or pavement markers which are to remain in place shall be replaced at the Contractor's expense and will not be measured or paid for.

Rumble strips will be measured by the station, with no deduction for required gaps, along each paved median or inside shoulder on which the rumble strips are constructed. A station shall be considered 100 meters.

The contract price paid per station for rumble strip (ground-in) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the rumble strips, including vacuuming up and disposing of the residue as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.35 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Foundation recommendations are included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Attention is directed to "Welding Quality Control" of these special provisions.

Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended by adding the following paragraph after the seventh paragraph:

- The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

Difficult pile installation is anticipated due to the caving soils, hazardous and contaminated materials, serpentine materials, high ground water, cobbles and boulders, and the requirements of pile embedment into rock.

The first and second paragraphs of Section 49-4.01, "Description," of the Standard Specifications are amended to read:

- Cast-in-place concrete piles shall consist of one of the following:
 - A. Steel shells driven permanently to the required bearing value and penetration and filled with concrete.
 - B. Steel casings installed permanently to the required penetration and filled with concrete.
 - C. Drilled holes filled with concrete.
 - D. Rock sockets filled with concrete.
- The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

CAST-IN-DRILLED-HOLE CONCRETE PILES

Cast-in-drilled-hole concrete piling shall conform to the provisions in Section 49-4, "Cast-In-Place Concrete Piles," of the Standard Specifications and these special provisions.

Cast-in-drilled-hole concrete piling shall be constructed in the following sequence:

1. Drill oversized hole to elevation 137. The hole shall have a diameter of not less than the greatest dimension of the permanent steel casing cross section, as shown on the plans, plus 150 mm.
2. Place permanent steel casing in the drilled hole with the casing tip at elevation 137.
3. Drive the permanent steel casing from elevation 137 to the specified tip elevation. Permanent steel casing shall be driven with a pile driving hammer that is in conformance with Section 49-1.05 of the Standard Specifications. Jetting shall not be used. Section 49-1.08 of the Standard Specifications shall not apply to driving of the permanent steel casings. In addition to driving, drilling at the center of open ended permanent steel casing to obtain the specified penetration will be

- necessary. The diameter of the drilled hole shall not be greater than the inside diameter of the steel casing. Equipment and methods used for drilling shall not cause quick soil conditions or cause scouring or caving of the hole.
4. The Contractor shall clean out the permanent steel casing prior to placing the seal course. The Contractor shall submit a cleanout method to Engineer for approval prior to cleaning out. Care shall be taken during cleaning out to prevent disturbing the foundation material surrounding the permanent steel casing. Equipment and methods used for cleaning out permanent steel casings shall not cause quick soil conditions or cause scouring or caving around or below the casings.
 5. Bottom of the permanent steel casings shall be sealed with seal course as shown on the plans. After the permanent steel casings have been cleaned out, the seal course shall be constructed expeditiously in order to prevent deterioration of the surrounding foundation material from the presence of water. Deteriorated foundation materials, including materials that have softened, swollen or degraded, shall be removed from the bottom of the permanent steel casings and shall be disposed of. Placement of the seal course shall conform to the provisions in the paragraphs 2 through 5 of the Section 51-1.10, "Concrete Deposited Underwater," of the Standard Specifications.
 6. Dewater after the seal course has cured.
 7. Prior to placing reinforcement and concrete, the Contractor shall thoroughly wash permanent steel casing and then dewater. Permanent steel casings shall be free of any soil, rock or other material deleterious to the bond between concrete and steel casing prior to placing reinforcement and concrete.
 8. Place reinforcement
 9. Place concrete.
 10. The space around the permanent steel casing shall be filled to ground surface with dry sand or pea gravel.

The fourth paragraph of Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

- After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The provisions of "Welding Quality Control" of these special provisions shall not apply to temporary steel casings.

Materials

Permanent steel casings shall conform to "Steel Pipe Piling" of these special provisions.

The Contractor shall provide special driving tips for permanent steel casings. The outside diameter of special driving tip shall not be greater than the outside diameter of permanent steel casing. Gradations proposed by the Contractor for cast-in-drilled-hole concrete piling shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Sizes	Limits of Proposed Gradation
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85

The grading requirements for coarse aggregates for cast-in-drilled-hole concrete piling are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes					
	25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
37.5-mm	100	100				
25-mm	88 - 100	86 - 100				
19-mm	X ± 15	X ± 22	100	100		
12.5-mm			82 - 100	80 - 100	100	100
9.5-mm	X ± 15	X ± 22	X ± 15	X ± 22	X ± 15	X ± 20
4.75-mm	0 - 16	0 - 18	0 - 15	0 - 18	0 - 25	0 - 28
2.36-mm	0 - 6	0 - 7	0 - 6	0 - 7	0 - 6	0 - 7

The combined aggregate grading used in concrete for cast-in-drilled-hole concrete piling shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading:

Grading Limits of Combined Aggregate			
Sieve Sizes	Percentage Passing		
	25-mm Max.	12.5-mm Max.	9.5-mm Max.
37.5-mm	100		
25-mm	90 - 100		
19-mm	55 - 100	100	100
12.5-mm		90 - 100	100
9.5-mm	45 - 75	55 - 86	50 - 100
4.75-mm	35 - 60	45 - 63	45 - 63
2.36-mm	27 - 45	35 - 49	35 - 49
1.18-mm	20 - 35	25 - 37	25 - 37
600-µm	12 - 25	15 - 25	15 - 25
300-µm	5 - 15	5 - 15	5 - 15
150-µm	1 - 8	1 - 8	1 - 8
75-µm	0 - 4	0 - 4	0 - 4

All references in the Standard Specifications to the aggregate grading tables in Section 90-3, "Aggregate Gradings, " of the Standard Specifications, shall also apply to the aggregate grading tables specified herein.

Construction

Material resulting from cleaning out the pile installation shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified or permitted by the Engineer. Attention is directed to "Serpentine Materials" of these special provisions.

Reinforcement shall be placed and secured symmetrically about the axis of the pile and shall be securely blocked to clear the sides of the permanent steel casing.

Inspection pipes are not required.

STEEL PIPE PILING

General

Steel pipe piling shall consist of driven permanent steel casing for cast-in-drilled-hole concrete piling. Steel pipe piling shall conform to the provisions in Section 49-5, "Steel Piles," of the Standard Specifications and these special provisions.

Wherever reference is made to the following American Petroleum Institute (API) specifications in the Standard Specifications, on the project plans, or in these special provisions, the year of adoption for these specifications shall be as follows:

API Codes	Year of Adoption
API 2B	1990
API 5L	1995

All requirements of the codes listed above shall apply unless specified otherwise in the Standard Specifications, on the plans or in these special provisions.

Only steel pipe pile seam welds may be made by the electric resistance welding method. Such welds shall be welded in conformance with the requirements in API 5L and any amendments to API 5L in the Standard Specifications or these special provisions.

Seams in steel pipe piles made by submerged arc welding may be welded in conformance with the requirements in API 5L and any amendments to API 5L in the Standard Specifications or these special provisions.

Handling devices may be attached to steel pipe piling. Welds attaching these devices shall be aligned parallel to the axis of the pile and shall conform to the requirements for field welding specified herein. Permanent bolted connections shall be corrosion resistant. Prior to making attachments, the Contractor shall submit a plan to the Engineer that includes the locations, handling and fitting device details, and connection details. Attachments shall not be made to the steel pipe piling until the plan is approved in writing by the Engineer. The Engineer shall have 7 days to review the plan. Should the Engineer fail to complete the review within 7 days, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the plan, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Each length of steel pipe piling shall be marked in conformance with the requirements in ASTM Designation: A 252.

For steel pipe piling, including bar reinforcement in the piling, the Engineer shall be allowed 48 hours to review the "Welding Report," specified in "Welding Quality Control" of these special provisions, and respond in writing after the required items have been received. No field welded steel pipe piling shall be installed, and no reinforcement in the piling shall be encased in concrete until the Engineer has approved the above requirements in writing. Should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

At the Contractor's option, a steel pipe pile may be re-tapped to prevent pile set-up; however, the field welded splice shall remain at least one meter above the work platform until that splice is approved in writing by the Engineer.

Manufactured Steel Pipe

Manufactured steel pipe is defined as pipe produced at a permanent facility where an automatic welding process, electric resistance welder, or seamless pipe operation is used in conformance with ASTM Designations: A 252, A 53, A 135, A 139, API 5L, or AWWA C200; where this steel pipe can be produced in lengths at least 9 m long without a circumferential splice; and where this manufacturing can be done on a daily basis. Manufactured steel pipe is not a specifically engineered product. (i.e. Manufactured steel pipe is an off-the-shelf item.)

Manufactured steel pipe used for steel pipe piling shall conform to the following requirements:

- A. The outside circumference of the steel pipe piling end shall not vary by more than 10 mm from that corresponding to the diameter shown on the plans.
- B. The maximum allowable misalignment for adjacent steel pipe pile edges to be welded shall be 0.1875 times the wall thickness, but not more than 1.6 mm.
- C. Steel pipe pile straightness shall conform to the requirements in API 5L, Section 7.6, "Straightness."
- D. Welds made at a permanent manufacturing facility shall be made by either an automatic welding process or an electric resistance welding process.

Fabricated Steel Pipe

Fabricated steel pipe is defined as pipe produced at a permanent facility where a variety of steel fabrication including roll forming and welding steel plate into pipe is performed, where this pipe is at least 19 mm in wall thickness, where this pipe is produced in conformance with API 2B, and where this fabrication can be done on a daily basis. Fabricated steel pipe is a specifically engineered product. (i.e. Fabricated steel pipe is engineered for a specific project.)

Fabricated steel pipe used for steel pipe piling shall conform to API 2B and the following requirements:

- A. An API site license and API monogram are not required.
- B. Weld filler metal shall conform to the requirements of AWS D1.5 for the welding of ASTM Designation: A 709, Grade 50 steel, except that the qualification, pretest, and verification test requirements need not be conducted if certified test reports are provided for the consumables to be used.

Field Welding

Field welding of steel piling is defined as welding performed after the certificate of compliance has been furnished by the manufacturer or fabricator and shall conform to the following requirements:

- A. Match marking of pipe ends at the manufacturing or fabrication facility is recommended for piling to ensure weld joint fit-up. Prior to positioning any 2 sections of steel pipe to be spliced by field welding, including those that have been match marked at the manufacturing or fabrication facility, the Contractor shall equalize the offsets of the pipe ends to be joined and match mark the pipe ends.
- B. Welds made in the flat position or vertical position (where the longitudinal pipe axis is horizontal) shall be single-vee groove welds. Welds made in the horizontal position (where the longitudinal pipe axis is vertical) shall be single-bevel groove welds. Joint fit-ups shall conform to the requirements for tubular sections in AWS D1.1 and these special provisions.
- C. The minimum thickness of the backing ring shall be 6 mm, and the ring shall be continuous. Splices in the backing ring shall be made by complete penetration welds. These welds shall be completed and inspected prior to final insertion into a pipe end. Attachment of backing rings to pipe ends shall be done using the minimum size and spacing of tack welds that will securely hold the backing ring in place. Tack welding shall be done in the root area of the weld splice. Cracked tack welds shall be removed and replaced prior to subsequent weld passes. The gap between the backing ring and the steel pipe piling wall shall be no greater than 2 mm. One localized portion of the

splice, that is equal to or less than a length that is 20 percent of the outside circumference of the pipe, as determined by the Engineer, may be offset by a gap equal to or less than 6 mm provided that this localized portion is first seal welded using shielded metal arc E7016 or E7018 electrodes. The Contractor shall mark this localized portion so that it can be referenced during any required nondestructive testing (NDT). Backing rings shall have a minimum width of 1 1/2 times the thickness of the pile to be welded so that they will not interfere with the interpretation of the NDT.

- D. For steel pipe with an outside diameter greater than 1.1 m, and with a wall thickness greater than 25.4 mm, the root opening tolerances may be increased to a maximum of 5 mm over the specified tolerances.
- E. Weld filler metal shall conform to the requirements shown in AWS D1.5 for the welding of ASTM Designation: A 709, Grade 50 steel, except that the qualification, pretest, and verification test requirements need not be conducted if certified test reports are provided for the consumables to be used.
- F. For field welding, including attaching backing rings and making repairs, the preheat and interpass temperature shall be in conformance with AWS D1.1, Section 3.5, "Minimum Preheat and Interpass Temperature Requirements," and with Table 3.2, Category C; and the minimum preheat and interpass temperature shall be 66°C, regardless of the pipe pile wall thickness or steel grade. In the event welding is disrupted, preheating to 66°C must occur before welding is resumed.
- G. Welds shall not be water quenched. Welds shall be allowed to cool unassisted.

Radiographic, magnetic particle, or ultrasonic testing shall be used to assure soundness of backing rings in conformance with the requirements in AWS D1.1, Section 6.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

The third paragraph of Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, driving permanent steel casings, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration and bearing capacity, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

Payment for cast-in-place concrete piling shall conform to the provisions in Section 49-6.02, "Payment," of the Standard Specifications except that, when the diameter of cast-in-place concrete piling is shown on the plans as 600 mm or larger, reinforcement in the piling will be paid for by the kilogram as bar reinforcing steel (bridge).

Full compensation for furnishing and placing additional testing reinforcement, for load test anchorages, and for cutting off test piles as specified, shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed.

10-1.36 PRESTRESSING CONCRETE

Prestressing concrete shall conform to the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications and these special provisions.

The tenth paragraph of Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, shall be continuously protected against rust or other corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions in Section 50-1.05, "Prestressing Steel," of the Standard Specifications.

The third paragraph of Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

- Working force and working stress will be considered as the force and stress remaining in the prestressing steel after all losses, including creep and shrinkage of concrete, elastic compression of concrete, creep of steel, losses in post-tensioned prestressing steel due to sequence of stressing, friction and take up of anchorages, and all other losses peculiar to the method or system of prestressing have taken place or have been provided for.

The details shown on the plans for cast-in-place prestressed box girder bridges are based on a bonded full length draped tendon prestressing system. For these bridges the Contractor may, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, propose an alternative prestressing system utilizing bonded partial length tendons provided the proposed system and associated details meet the following requirements:

- A. The proposed system and details shall provide moment and shear resistances at least equal to those used for the design of the structure shown on the plans.
- B. The concrete strength shall not be less than that shown on the plans.
- C. Not less than 35 percent of the total prestressing force at any section shall be provided by full length draped tendons.
- D. Anchorage blocks for partial length tendons shall be located so that the blocks will not interfere with the placement of the utility facilities shown on the plans or of any future utilities to be placed through openings shown on the plans.
- E. Temporary prestressing tendons, if used, shall be detensioned, and the temporary ducts shall be filled with grout before completion of the work. Temporary tendons shall be either removed or fully encased in grout before completion of the work.
- F. All details of the proposed system, including supporting checked calculations, shall be included in the drawings submitted in conformance with the provisions in Section 50-1.02, "Drawings," of the Standard Specifications.

Moments and shears for loads used in the design shown on the plans will be made available to the Contractor upon written request to the Engineer.

10-1.37 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

GENERAL

Minor concrete collars shall be constructed as shown on the plans and as directed by the Engineer. Drilling and bonding dowels shall conform to the requirements of "Drill and Bond Dowels" elsewhere in these special provisions.

Minor concrete (backfill) shall be placed as a portion of structure backfill for culvert installation as shown on the plans, and shall conform to the requirements of Section 19-3, "Structure Excavation and Backfill", and Section 90, "Portland Cement Concrete", of the Standard Specifications.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

Neoprene strip shall be furnished and installed at abutment backwall joint protection in conformance with the details shown on the plans, the provisions in the Standard Specifications, and these special provisions.

Furnishing and installing neoprene strip shall conform to the requirements for strip waterstops as provided in Section 51-1.145, "Strip Waterstops," of the Standard Specifications, except that the protective board will not be required.

Vertical, horizontal, radial or normal dimensions shown on the Typical Section in the plans, are for zero percent cross-slope. At the Contractor's option, the Typical Section of superelevated concrete box girder structures with (1) sloping exterior girders, (2) a straight uninterrupted cross slope between edges of deck, and (3) a single profile grade line, may be rotated around the profile grade line in superelevation areas. The horizontal distances between the profile grade line and the edges of deck shall remain unchanged. The planned girder widths and slab thicknesses shall remain unchanged and the interior girder stems shall remain vertical at the planned locations.

The first paragraph of Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications is amended to read:

- The concrete shall be finished in conformance with the provisions for finishing surfaces in Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," except that surfaces shall not be marked.

10-1.38 MINOR CONCRETE (INVERT PAVING)

This work shall consist of paving inverts of existing box culverts with minor concrete at locations shown on the plans and in accordance with the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Minor concrete for invert paving shall contain not less than 300 kg of portland cement per cubic meter.

The maximum size aggregate used shall not be larger than 9.5-mm.

The culvert invert to be in contact with concrete shall be cleaned so at the time concrete is placed the culvert invert shall be dry, free of dirt, rocks, vegetation, tubercles, scabby rust, scale, remains of old lining materials, and other foreign materials.

Water shall not be allowed to flow through culverts on invert paving until concrete has cured for at least 48 hours.

Minor concrete (invert paving) will be measured by the meter along the slope.

The contract price paid per cubic meter for minor concrete (invert paving) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in paving inverts, complete in place, including cleaning culvert invert surfaces, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

FALSEWORK

Falsework shall be designed and constructed in conformance with the requirements in Section 51-1.06, "Falsework," of the Standard Specifications and these special provisions.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

51-1.06A Falsework Design and Drawings

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.
- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.
- Attention is directed to Section 5-1.02, "Plans and Working Drawings."
- For falsework over railroads, approval by the Engineer of the falsework drawings will be contingent upon the drawings being satisfactory to the railroad company involved.
- Except for placement of foundation pads and piles, the construction of any unit of falsework shall not start until the Engineer has reviewed and approved the drawings for that unit.
- Except as otherwise provided in the special provisions, the Contractor shall allow 3 weeks after complete drawings and all support data are submitted, for the review of any falsework plan.
- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge, or portion thereof, or a single frame of a multi-frame bridge.
- Should the Engineer fail to complete the review within the time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in falsework plan review, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays."
- The Contractor may revise approved falsework drawings provided sufficient time is allowed for the Engineer's review and approval before construction is started on the revised portions. The additional time will not be more than that which was originally allowed.
- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.
- The falsework drawings shall include a superstructure placing diagram showing the concrete placing sequence and construction joint locations. When a schedule for placing concrete is shown on the contract plans, no deviation will be permitted.
- The maximum length of falsework spans used to support T-beam girder bridges shall not exceed 4.3 m plus 8.5 times the depth of the T-beam girder.

- When footing type foundations are to be used, the Contractor shall determine the bearing value of the soil and shall show the values assumed in the design of the falsework on the falsework drawings.
- When pile type foundations are to be used, the falsework drawings shall show the maximum horizontal distance that the top of a falsework pile may be pulled in order to position the falsework pile under its cap. The falsework plans shall also show the maximum allowed deviation of the top of the pile, in its final position, from a vertical line through the point of fixity of the pile.
- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.
- Anticipated total settlements of falsework and forms shall be shown on the falsework drawings. These should include falsework footing settlement and joint take-up. Anticipated settlements shall not exceed 25 mm. Falsework supporting deck slabs and overhangs on girder bridges shall be designed so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.
- Falsework footings shall be designed to carry the load imposed upon the footings without exceeding the estimated soil bearing values and anticipated settlements.
- Foundations for individual steel towers where the maximum leg load exceeds 130 kN shall be designed and constructed to provide uniform settlement under all legs of each tower under all loading conditions.
- The support systems for form panels supporting concrete deck slabs and overhangs on girder bridges shall also be considered to be falsework and designed as such.
- Temporary bracing shall be provided, as necessary, to withstand all imposed loads during erection, construction, and removal of any falsework. The falsework drawings shall show provisions for the temporary bracing, or methods to be used to conform to this requirement during each phase of erection and removal. Wind loads shall be included in the design of the bracing or methods.
- The falsework design calculations shall show the stresses and deflections in load supporting members.
- The design of falsework will not be approved unless it is based on the use of loads and conditions which are no less severe than those described in Section 51-1.06A(1), "Design Loads," and based on the use of stresses and deflections which are no greater than those described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections." The Contractor is responsible for the proper evaluation of the falsework materials and design of the falsework to safely carry the actual loads imposed.

Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

51-1.06A(1) Design Loads

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m² for the combined live and dead load regardless of slab thickness.
- Dead loads shall include the loads due to the mass of concrete, reinforcing steel, forms, and falsework. The loads due to the mass of concrete, reinforcing steel, and forms shall be assumed to be not less than 25 kN/m³ for normal concrete and not less than 20 kN/m³ for lightweight concrete.
- Live loads shall consist of the actual load of any equipment to be supported by falsework applied as concentrated loads at the points of contact, and a uniform load of not less than 960 N/m² applied over the area supported, plus 1100 N/m applied at the outside edge of deck overhangs.
- The assumed horizontal load to be resisted by the falsework bracing system shall be the sum of the actual horizontal loads due to equipment, construction sequence, or other causes, and an allowance for wind, but in no case shall the assumed horizontal load to be resisted in any direction be less than 2 percent of the total dead load. The falsework shall be designed so that it will have sufficient rigidity to resist the assumed horizontal load without considering the load due to the concrete.
- The minimum horizontal load to be allowed for wind on heavy-duty steel shoring or steel pipe column falsework having a vertical load carrying capacity exceeding 130 kN per leg or column shall be the sum of the products of the wind impact area, shape factor, and applicable wind pressure value for each height zone. The wind impact area is the total projected area of all the elements in the tower face or falsework bent normal to the direction of the applied wind. The shape factor shall be taken as 2.2 for heavy-duty shoring and 1.0 for pipe column falsework. Wind pressure values shall be determined from the following table:

Height Zone (Meters above ground)	Wind Pressure Value (Pa)	
	Shores or Columns Adjacent to Traffic	At Other Locations
0-9	960	720
9-15	1200	960
15-30	1440	1200
over 30	1675	1440

- The minimum horizontal load to be allowed for wind on all other types of falsework, including falsework supported on heavy-duty shoring or pipe column falsework, shall be the sum of the products of the wind impact area and applicable wind pressure value for each height zone. The wind impact area is the gross projected area of the falsework and any unrestrained portion of the permanent structure, excluding the areas between falsework bents or towers where diagonal bracing is not used. Wind pressure values shall be determined from the following table:

Height Zone (Meters above ground)	Wind Pressure Value (Pa)	
	For Members Over and Bents Adjacent to Traffic Opening	At Other Locations
0 to 9	2.0 Q	1.5 Q
9 to 15	2.5 Q	2.0 Q
15 to 30	3.0 Q	2.5 Q
Over 30	3.5 Q	3.0 Q

$Q = 48 + 31.4 W$; but shall not be more than 479 Pa.

W = width of the falsework system, in meters, measured in the direction of the wind force being considered.

- The entire superstructure cross-section, except railing, shall be considered to be placed at one time except as provided herein. Girder stems and connected bottom slabs, if placed more than 5 days prior to the top slab, may be considered to be self supporting between falsework posts at the time the top slab is placed provided that the distance between falsework posts does not exceed 4 times the depth of the portion of the girder placed in the first pour.
- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.
- If the concrete is to be prestressed, the falsework shall be designed to support any increased or readjusted loads caused by the prestressing forces.

Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications is amended to read:

51-1.06A(2) Design Stresses, Loadings, and Deflections

- The maximum allowable design stresses and loadings listed in this Section 51-1.06A(2), are based on the use of undamaged, high-quality materials, and such stresses and loadings shall be reduced by the Contractor if lesser quality materials are to be used.
- The maximum allowable stresses, loadings, and deflections used in the design of the falsework shall be as follows:

Timber:

Compression perpendicular to the grain	3.1 MPa
Compression parallel to the grain	$3310 \div (L/d)^2$ MPa; not to exceed 11 MPa
Flexural stress	12.4 MPa; 10.3 MPa for members with a nominal depth of 205 mm or less
Horizontal shear	1.0 MPa
Axial tension	8.3 MPa
Deflection due to concrete loading only	0.0042 of the span, irrespective of deflection compensated for by camber strips
Modulus of elasticity (E)	11×10^3 MPa
Timber piles	400 kN

L = unsupported length (mm).

d = least dimension of a square or rectangular column, or the width of a square of equivalent cross-sectional area for round columns (mm).

- Timber connections shall be designed in conformance with the procedures, stresses, and loads permitted in the Falsework Manual as published by the Department of Transportation.

Steel:

- For identified grades of steel, design stresses, except stresses due to flexural compression, shall not exceed those specified in the Manual of Steel Construction as published by the AISC.
- When the grade of steel cannot be positively identified, design stresses, except stresses due to flexural compression, shall not exceed either those specified in the AISC Manual for ASTM Designation: A 36/A 36M steel or the following:

Tension, axial and flexural	152 MPa
Compression, axial	$110\ 300 - 2.62(L/r)^2$ kPa; except L/r shall not exceed 120
Shear on gross section of web of rolled shapes	100 MPa
Web crippling for rolled shapes	186 MPa

- For all grades of steel, design stresses and deflections shall not exceed the following:

Compression, flexural	$\frac{83\ 000}{Ld/bt}$ MPa, but not to exceed 152 MPa for unidentified steel or steel conforming to the requirements in ASTM Designation: A 36/A 36M nor $0.6F_y$ for other identified steel
Deflection due to concrete loading only	0.0042 of the span, irrespective of deflection compensated for by camber strips

- In the foregoing formulas, L is the unsupported length; d is the least dimension of rectangular columns, or the width of a square of equivalent cross-sectional area for round columns, or the depth of beams; b is the width and t is the thickness of the compression flange; and r is the radius of gyration of the member. All dimensions are expressed in millimeters. F_y is the specified minimum yield stress, in MPa, for the grade of steel used.
- The modulus of elasticity (E) used for steel shall be 20.7×10^4 MPa.

Manufactured Assemblies:

- The maximum loadings and deflections used on jacks, brackets, columns, joists, and other manufactured devices shall not exceed the manufacturer's recommendations except that the dead load deflection of the joists used at locations other than under deck slabs between girders shall not exceed 0.0042 of their spans. If requested by the Engineer, the Contractor shall furnish engineering data from the manufacturer verifying the manufacturer's recommendations, or shall perform tests as necessary to demonstrate the adequacy of the devices proposed for use.

Welding and Nondestructive Testing

Welding of steel members, except for when fillet welds are used where load demands are less than or equal to 175 N/mm for each 3 mm of fillet weld, shall conform to AWS D1.1 or other recognized welding standard. The welding standard to be utilized shall be specified by the Contractor on the working drawings.

Splices made by field welding of steel beams at the project site shall undergo nondestructive testing (NDT). At the option of the Contractor, either ultrasonic testing (UT) or radiographic testing (RT) shall be used as the method of NDT for each field weld and any repair made to a previously welded splice in a steel beam. Testing shall be performed at locations selected by the Contractor. The length of a splice weld where NDT is to be performed, shall be a cumulative weld length equal to 25 percent of the original splice weld length. The cover pass shall be ground smooth at the locations to be tested. The acceptance criteria shall conform to the requirements of AWS D1.1, Section 6, for cyclically loaded nontubular connections subject to tensile stress. If repairs are required in a portion of the weld, additional NDT shall be performed on the repaired sections. The NDT method chosen shall be used for an entire splice evaluation including any required repairs.

For all field welded splices and previously welded splices, the Contractor shall furnish to the Engineer a letter of certification which certifies that all welding and NDT, including visual inspection, are in conformance with the specifications and the welding standard shown on the approved working drawings. The letter of certification shall be signed by an engineer who is registered as a Civil Engineer in the State of California and shall be provided prior to placing any concrete for which the falsework is being erected to support.

Section 51-1.06A(3), "Special Locations," of the Standard Specifications is amended to read:

51-1.06A(3) Special Locations

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework over or adjacent to roadways or railroads which are open to traffic shall be designed and constructed so that the falsework will be stable if subjected to impact by vehicles. Falsework posts which support members that cross over a roadway or railroad shall be considered as adjacent to roadways or railroads. Other falsework posts shall be considered as adjacent to roadways or railroads only if they are located in the row of falsework posts nearest to the roadway or railroad, and the horizontal distance from the traffic side of the falsework to the edge of pavement, or to a point 3 m from the centerline of track, is less than the total height of the falsework and forms. The Contractor shall provide any additional features for the work needed to ensure that falsework will be stable if subjected to impact by vehicles and to comply with the provisions in Section 7-1.09, "Public Safety." The falsework design at these locations shall include, but not be limited to, the following minimum provisions:

The vertical load used for the design of falsework posts and towers, but not footings, which support the portion of the falsework over openings, shall be the greater of the following:

- (1) 150 percent of the design load calculated in conformance with the provisions for design load previously specified but not including any increased or readjusted loads caused by the prestressing forces, or
- (2) the increased or readjusted loads caused by the prestressing forces.

Falsework posts adjacent to roadways or railroads shall consist of either steel with a minimum section modulus about each axis of $156 \times 10^3 \text{ mm}^3$, or sound timbers with a minimum section modulus about each axis of $4.1 \times 10^6 \text{ mm}^3$.

Each falsework post adjacent to roadways or railroads shall be mechanically connected to its supporting footing at its base, or otherwise laterally restrained, so as to withstand a force of not less than 9 kN applied at the base of the post in any direction except toward the roadway or railroad track. The posts also shall be mechanically connected to the falsework cap or stringer. The mechanical connection shall be capable of resisting a load in any horizontal direction of not less than 4.5 kN.

For falsework spans over roadways, all exterior falsework stringers, and stringers adjacent to the ends of discontinuous caps, the stringer or stringers over points of minimum vertical clearance and every fifth remaining stringer, shall be mechanically connected to the falsework cap or framing. The mechanical connections shall be capable of resisting a load in any direction, including uplift on the stringer, of not less than 2.2 kN. The connections shall be installed before traffic is allowed to pass beneath the span. For falsework spans over railroads, all falsework stringers shall be so connected to caps.

When timber members are used to brace falsework bents which are located adjacent to roadways or railroads, all connections for the timber bracing shall be of the bolted type using 16-mm diameter or larger bolts.

The falsework shall be located so that falsework footings or piles are at least 75 mm clear of railing posts and barriers, and all other falsework members are at least 0.3-m clear of railing members and barriers.

Falsework bents within 6 m of the center line of a railroad track shall be sheathed solid in the area between 1 m and 5 m above the track elevation on the side facing the track. Sheathing shall consist of plywood not less than 16-mm thick or lumber not less than 19-mm thick. Bracing on these bents shall be adequate so that the bent will resist the required assumed horizontal load or 22 kN, whichever is greater.

The dimensions of the clear openings to be provided through falsework for roadways shall be as specified in "Maintaining Traffic," of the special provisions.

The dimensions of clear openings to be provided through the falsework for railroads shall be as specified in "Railroad Relations and Insurance," of the special provisions.

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

51-1.06B Falsework Construction

- The falsework shall be constructed to substantially conform to the falsework drawings. The materials used in the falsework construction shall be of the quality necessary to sustain the stresses required by the falsework design. When manufactured assemblies are used in falsework, the Contractor shall furnish to the Engineer a letter of certification which certifies that all components of these manufactured assemblies are used in conformance with the manufacturer's recommendations. The workmanship used in falsework construction shall be of such quality that the falsework will support the loads imposed on the falsework without excessive settlement or take-up beyond that shown on the falsework drawings.
- Falsework shall be founded on a solid footing safe against undermining, protected from softening, and capable of supporting the loads imposed on the falsework. When requested by the Engineer, the Contractor shall demonstrate by suitable load tests that the soil bearing values assumed for the design of the falsework do not exceed the supporting capacity of the soil.
- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."
- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.
- When falsework is over or adjacent to roadways or railroads, all details of the falsework system which contribute to horizontal stability and resistance to impact, except for bolts in bracing, shall be installed at the time each element of the falsework is erected and shall remain in place until the falsework is removed.
- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.
- Temporary railing (Type K), conforming to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," shall be installed on both sides of all vehicular openings through falsework and, when ordered by the Engineer, at all other falsework less than 3.6 m from the edge of a traffic lane. Temporary railings shall begin approximately 46 m in advance of the falsework and shall extend past the falsework, in the direction of adjacent traffic flow. For 2-way traffic openings, the temporary railing shall extend at least 18 m past the falsework, in the direction of adjacent traffic flow. The location and length of railing and the type of flare to be used shall be as ordered by the Engineer. The clear vehicular opening between temporary railings shall be not less than that specified in the special provisions.
- The installation of temporary railing shall be complete before falsework erection is begun. Temporary railing at falsework shall not be removed until the removal is approved by the Engineer.
- Temporary railing (Type K) installed as specified above will be measured and paid for as provided in Section 12-4, "Measurement and Payment," except that when the Engineer's Estimate does not include a contract item for temporary railing (Type K), full compensation for furnishing, placing, maintaining, repairing, replacing, and removing the temporary railing at falsework locations as specified in this Section 51-1.06B, shall be considered as included in the contract prices paid for the various items of work requiring falsework, and no separate payment will be made therefor.
- Camber strips shall be used where directed by the Engineer to compensate for falsework deflection, vertical alignment, and anticipated structure deflection. The Engineer will furnish to the Contractor the amount of camber to be used in constructing the falsework.
- The Contractor shall provide tell-tales attached to the soffit forms and readable from the ground in enough systematically placed locations to determine the total settlement of the entire portion of the structure where concrete is being placed.
- Deck slab forms between girders shall be constructed with no allowance for settlement relative to the girders.

- Dead loads, other than those due to forms and reinforcing steel, shall not be applied to any falsework until authorized by the Engineer.
- Should unanticipated events occur, including settlements that deviate by more than ± 10 mm from those indicated on the falsework drawings, which in the opinion of the Engineer would prevent obtaining a structure conforming to the requirements of these specifications, the placing of concrete shall be discontinued until corrective measures satisfactory to the Engineer are provided. In the event satisfactory measures are not provided prior to initial set of the concrete in the affected area, the placing of concrete shall be discontinued at a location determined by the Engineer. All unacceptable concrete shall be removed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended to read:

51-1.06C Removing Falsework

- Falsework supporting any span of a simple span bridge shall not be released before 10 days after the last concrete, excluding concrete above the bridge deck, has been placed. Unless otherwise permitted by the Engineer, falsework supporting any span of a continuous or rigid frame bridge shall not be released before 10 days after the last concrete, excluding concrete above the bridge deck, has been placed in that span and in the adjacent portions of each adjoining span for a length equal to at least one-half the length of the span where falsework is to be released.
- Falsework for cast-in-place prestressed portions of structures shall not be released until after the prestressing steel has been tensioned.
- Falsework supporting any span of a continuous or rigid frame bridge shall not be removed until all required prestressing has been completed in that span and in the adjacent portions of each adjoining span for a length equal to at least one-half the length of the span where falsework is to be released.
- Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown and working toward the springing, to permit the arch to take its load slowly and evenly. Falsework for adjacent arch spans shall be struck simultaneously.
- Falsework supporting overhangs, deck slabs between girders, and girder stems which slope 45 degrees or more off vertical shall not be released before 7 days after the deck concrete has been placed.
- Falsework supporting the sides of the girder stems which slope less than 45 degrees off vertical may be removed prior to placing deck slab concrete, providing a reshoring system is installed. The reshoring system shall consist of lateral supports which are designed to resist all rotational forces acting on the stem, including those caused by the placement of deck slab concrete. The lateral supports shall be installed immediately after each form panel is removed and prior to the release of supports for the adjacent form panel.
- Falsework for bent caps which will support steel or precast concrete girders shall not be released before 7 days after the cap concrete has been placed. Girders shall not be erected onto the bent caps until the concrete in the cap has attained a compressive strength of 18 MPa or 80 percent of the specified strength, whichever is higher.
- Unless otherwise specified, removing falsework supporting any span of structural members subject to bending, shall conform to the requirements for removing falsework supporting any span of a simple span bridge.
- In addition to the above requirements, no falsework for bridge spans shall be released until the supported concrete has attained a compressive strength of 18 MPa or 80 percent of the specified strength, whichever is higher.
- Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 4.25 m or less shall not be released until the last placed concrete has attained a compressive strength of 11 MPa, provided that curing of the concrete is not interrupted. Falsework removal for other box culverts shall conform to the requirements for release of bridge falsework.
- Falsework for arch culverts shall not be released before 40 hours after the supported concrete has been placed.
- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.
- All falsework materials shall be completely removed. Falsework piling shall be removed at least 0.6-m below the surface of the original ground or original streambed. When falsework piling is driven within the limits of ditch or channel excavation areas, the falsework piling within those areas shall be removed to at least 0.6-m below the bottom and side slopes of the excavated areas.
- All debris and refuse resulting from the work shall be removed and the premises left in a neat and presentable condition.

COST REDUCTION INCENTIVE PROPOSALS FOR CAST-IN-PLACE PRESTRESSED BOX GIRDER BRIDGES

Except as provided herein, cast-in-place prestressed box girder bridges shall be constructed in conformance with the details shown on the plans and the provisions in Section 50, "Prestressing Concrete," and Section 51, "Concrete Structures," of the Standard Specifications.

If the Contractor submits cost reduction incentive proposals for cast-in-place prestressed box girder bridges, the proposals shall be in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications and these special provisions.

The Engineer may reject any proposal which, in the Engineer's judgment, may not produce a structure which is at least equivalent to the planned structure.

At the time the cost reduction incentive proposal (CRIP) is submitted to the Engineer, the Contractor shall also submit 4 sets of the proposed revisions to the contract plans, design calculations, and calculations from an independent checker for all changes involved in the proposal, including revisions in camber, predicted deck profile at each construction stage, and falsework requirements to the Office of Structure Design, Documents Unit, P.O. Box 942874, Sacramento, CA 94274-0001 (1801 30th Street, Sacramento, CA 95816), telephone (916) 227-8230. When notified in writing by the Engineer, the Contractor shall submit 12 sets of the CRIP plan revisions and calculations to the Office of Structure Design for final approval and use during construction. The calculations shall verify that all requirements are satisfied. The CRIP plans and calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California.

The CRIP plans shall be either 279 mm x 432 mm, or 559 mm x 864 mm in size. Each CRIP plan sheet and calculation sheet shall include the State assigned designations for the contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Kilometer Post. Each CRIP plan sheet shall be numbered in the lower right hand corner and shall contain a blank space in the upper right hand corner for future contract sheet numbers.

Within 3 weeks after final approval of the CRIP plan sheets, one set of the corrected good quality prints on 75-g/m² (minimum) bond paper, 559 mm x 864 mm in size, of all CRIP plan sheets prepared by the Contractor for each CRIP shall be furnished to the Office of Structure Design, Documents Unit.

Each CRIP shall be submitted prior to completion of 25 percent of the contract working days and sufficiently in advance of the start of the work that is proposed to be revised by the CRIP to allow time for review by the Engineer and correction by the Contractor of the CRIP plans and calculations without delaying the work. The Contractor shall allow a minimum of 5 weeks for the review of a CRIP. In the event that several CRIPs are submitted simultaneously, or an additional CRIP is submitted for review before the review of a previously submitted CRIP has been completed, the Contractor shall designate the sequence in which the CRIPs are to be reviewed. In this event, the time to be provided for the review of any proposal in the sequence shall be not less than the review time specified herein for that proposal, plus 2 weeks for each CRIP of higher priority which is still under review.

Should the review not be complete by the date specified in the Contractor's CRIP, or such other date as the Engineer and Contractor may subsequently have agreed to in writing and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review of CRIP plans and calculations, an extension of time commensurate with the delay in completion of the work thus caused will be granted as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except that the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications shall not apply.

Permits and approvals required of the State have been obtained for the structures shown on the plans. Proposals which result in a deviation in configuration may require new permits or approvals. The Contractor shall be responsible for obtaining the new permits and approvals before the Engineer will reach a decision on the proposal. Delays in obtaining permits and approvals will not be reason for granting an extension of contract time.

All proposed modifications shall be designed in conformance with the bridge design specifications and procedures currently employed by the Department. The proposal shall include all related, dependent or incidental changes to the structure and other work affected by the proposal. The proposal will be considered only when all aspects of the design changes are included for the entire structure. Changes, such as but not limited to, additional reinforcement and changes in location of reinforcement, necessary to implement the CRIP after approval by the Engineer, shall be made at the Contractor's expense.

Modifications may be proposed in (1) the thickness of girder stems and deck slabs, (2) the number of girders, (3) the deck overhang dimensions as specified herein, (4) the amount and location of reinforcing steel, (5) the amount and location of prestressing force in the superstructure, and (6) the number of hinges, except that the number of hinges shall not be increased. The strength of the concrete used may be increased but the strength employed for design or analysis shall not exceed 42 MPa.

Modifications proposed to the minimum amount of prestressing force which must be provided by full length draped tendons are subject to the provisions in "Prestressing Concrete" of these special provisions.

No modifications will be permitted in (1) the foundation type, (2) the span lengths or (3) the exterior dimensions of columns or bridge superstructure, except that the overhang dimension from face of exterior girder to the outside edge of roadway deck may be uniformly increased or decreased by 25 percent on each side of the box girder section. Fixed connections at the tops and bottoms of columns shown on the plans shall not be eliminated.

The Contractor shall be responsible for determining construction camber and obtaining the final profile grade as shown on the plans.

The Contractor shall reimburse the State for the actual cost of investigating CRIPs for cast-in-place prestressed box girder bridges submitted by the Contractor. The Department will deduct this cost from any moneys due, or that may become due the Contractor under the contract, regardless of whether or not the proposal is approved or rejected.

SLIDING BEARINGS

Sliding bearings consisting of elastomeric bearing pads lubricated with grease and covered with sheet metal shall conform to the following requirements:

- A. Grease shall conform to the requirements of Military Specification: MIL-S-8660. A uniform film of grease shall be applied to the upper surface of the pads prior to placing the sheet metal.
- B. Sheet metal shall be commercial quality galvanized sheet steel. The sheet metal shall be smooth and free of kinks, bends, or burrs.
- C. Construction methods and procedures shall prevent grout or concrete seepage into the sliding bearing assembly.

ELASTOMERIC BEARING PADS

Elastomeric bearing pads shall conform to the provisions in Section 51-1.12H, "Elastomeric Bearing Pads," of the Standard Specifications and these special provisions.

The table in the ninth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

10-1.39 STRUCTURE APPROACH SLABS (Type EQ)

This work shall consist of constructing reinforced concrete approach slabs in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

GENERAL

Attention is directed to the section "Engineering Fabrics" of these special provisions.

APPROACH SLABS

Concrete for use in approach slabs shall contain not less than 400 kilograms of cement per cubic meter.

Miscellaneous steel parts shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

Structure approach slabs shall be cured for not less than 5 days prior to opening to public traffic, unless, at the option of the Contractor, the structure approach slabs are constructed using concrete with a non-chloride Type C chemical admixture conforming to these special provisions.

Portland cement for use in concrete using a non-chloride Type C chemical admixture shall be Type II Modified, Type II Prestress, or Type III. Type II Modified and Type III cement shall conform to the provisions in Section 90-2.01, "Portland Cement," of the Standard Specifications. Type II Prestress cement shall conform to the requirements of Type II Modified cement, except the mortar containing the portland cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not contract in air more than 0.053-percent.

The non-chloride Type C chemical admixture, approved by the Engineer, shall conform to the requirements in ASTM Designation: C 494 and Section 90-4, "Admixtures," of the Standard Specifications.

The concrete with non-chloride Type C chemical admixture shall be prequalified prior to placement in conformance with the provisions for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications and the following:

- A. Immediately after fabrication of the 5 test cylinders, the cylinders shall be stored in a temperature medium of $21 \pm 1.5^{\circ}\text{C}$ until the cylinders are tested.
- B. The 6-hour average strength of the 5 test cylinders shall not be less than 5.85 MPa. No more than 2 test cylinders shall have a strength of less than 5.5 MPa.

Building paper shall be commercial quality No. 30 asphalt felt.

Polyvinyl chloride (PVC) conduit used to encase the abutment tie rod shall be of commercial quality.

The top surface of approach slabs shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. Edges of slabs shall be edger finished.

Approach slabs shall be cured with pigmented curing compound (1) in conformance with the provisions for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

Structure approach slabs constructed using concrete with a non-chloride Type C chemical admixture shall be cured for not less than 6 hours prior to opening to public traffic. The curing period shall be considered to begin at the start of discharge of the last truck load of concrete to be used in the slab.

If the ambient temperature is below 18°C during the curing period for approach slabs using concrete with a non-chloride Type C chemical admixture, an insulating layer or blanket shall cover the surface. The insulation layer or blanket shall have an R-value rating given in the table below. At the Contractor's option, a heating tent may be used in lieu of or in combination with the insulating layer or blanket.

Temperature range during curing period	R-value, minimum
13°C to 18°C	1
7°C to 13°C	2
4°C to 7°C	3

JOINTS

Hardboard and expanded polystyrene shall conform to the provisions in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications.

Type AL joint seals shall conform to the provisions in Section 51-1.12F, "Sealed Joints" of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

The pourable seal between the steel angle and concrete barrier shall conform to the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately prior to placing the seal, the joint shall be thoroughly cleaned, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces shall be dry at the time the seal is placed.

MEASUREMENT AND PAYMENT

Structural concrete, approach slab (Type EQ) will be measured and paid for in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for miscellaneous bridge metal, pourable seals, shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type EQ) and no additional compensation will be allowed therefor.

10-1.40 DRILL AND BOND DOWELS

Drilling and bonding dowels shall conform to the details shown on the plans, the provisions in Section 83-2.02D(1), "General," of the Standard Specifications, and these special provisions.

Dowels shall conform to the provisions for bar reinforcement in "Reinforcement" of these special provisions, except for payment.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Full compensation for dowels, drilling holes, including coring through reinforcement when approved by the Engineer, and bonding dowels shall be considered as included in the contract price paid per cubic meter for minor concrete (minor structure) and no separate payment will be made therefor.

10-1.41 SEALING JOINTS

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs shall be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

Where polyurethane seals are shown on the plans, a silicone sealant conforming to the provisions in Section 51-1.12F, "Sealed Joints," of the Standard Specifications may be used.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans shall be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

10-1.42 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The third paragraph of Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (µm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph of Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

10-1.43 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m^3 , and need not be incised.

Type N marker panels mounted on a post with a roadside sign shall be considered to be sign panels and will not be paid for as markers.

10-1.44 ALTERNATIVE PIPE

Alternative pipe culverts shall conform to the provisions in Section 62, "Alternative Culverts," of the Standard Specifications and these special provisions.

Existing box culvert inverts shall be cleaned of all dirt, rock and debris prior to placing alternative pipe culverts as shown on the plans.

Full compensation for cleaning existing box culvert inverts shall be considered as included in the contract prices paid per meter for the various sizes and types of alternative pipe involved and no separate payment will be made therefor.

Concrete backfill for alternative culverts shall be constructed in conformance with the provisions in Section 66-1.045, "Concrete Backfill," of the Standard Specifications and will be measured and paid for in conformance with the provisions in Section 66-4, "Measurement and Payment," of the Standard Specifications and the following:

- A. The quantity of concrete backfill to be paid for, regardless of the kind of culvert and wall thickness of the culvert installed, will be based on the dimensions shown on the plans and the installation of corrugated steel pipe, except that when reinforced concrete pipe is designated as the only kind of culvert allowed for the installation of an alternative culvert, the quantity of concrete backfill to be paid for at that installation, regardless of the kind of culvert and wall thickness of the culvert installed, will be based on the dimensions shown on the plans and the installation of reinforced concrete pipe with the least wall thickness shown in AASHTO Designation: M 170M for the Class of pipe designated.

10-1.45 CORRUGATED METAL PIPE

Corrugated steel pipe culverts and conduit shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

10-1.46 PERFORATED PLASTIC PIPE

Perforated plastic pipe used in subsurface drains as shown on the plans shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications, except for payment.

The contract price paid per meter for perforated plastic pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in perforated plastic pipe, complete in place, as shown on the plans as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.47 UNDERDRAIN

Alternative pipe underdrains shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications.

10-1.48 EDGE DRAIN

Edge drains shall conform to the provisions in Section 68-3, "Edge Drains," of the Standard Specifications.

10-1.49 PERMEABLE MATERIAL

Permeable material for subsurface drains shall be constructed in conformance with the details shown on the plans and these special provisions.

Permeable material for subsurface drains shall be Class 1 and shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications, except for payment.

Filter fabric for use with subsurface drains shall conform to the provisions for filter fabric for underdrain trenches in Section 88, "Engineering Fabrics," of the Standard Specifications and the following:

- A. The subgrade to receive the filter fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified for the material involved.
- B. Filter fabric shall be handled and placed in conformance with the manufacturer's recommendations.
- C. The fabric shall be aligned and placed in a wrinkle-free manner.
- D. Adjacent borders of the fabric shall be overlapped from 300 mm to 450 mm or stitched. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched. When the fabric is joined by stitching, the fabric shall be stitched with yarn of a contrasting color. The size and composition of the yarn shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per 25 mm of seam.
- E. Within 24 hours after the filter fabric has been placed, the fabric shall be covered with the planned thickness of permeable material as shown on the plans.
- F. During spreading and compaction of the permeable material, a minimum of 150 mm of the material shall be maintained between the fabric and the Contractor's equipment. Where embankment material is to be placed on the filter fabric, a minimum of 450 mm of embankment material shall be maintained between the fabric and the Contractor's equipment. Equipment or vehicles shall not be operated or driven directly on the filter fabric.

Permeable material will be measured by the cubic meter. Quantities of permeable material to be paid for will be determined from the dimensions shown on the plans or such other dimensions as may be ordered in writing by the Engineer. Permeable material constructed in excess of these dimensions will not be paid for.

The contract price paid per cubic meter for class 1 permeable material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing a permeable material and placing filter fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.50 HORIZONTAL DRAIN

Horizontal drains shall conform to the provisions in Section 68-2, "Horizontal Drains," of the Standard Specifications and these special provisions.

A 40 mm Schedule 40 polyethylene plastic pipe, conforming to ASTM Designation D2447, shall be placed between the horizontal drain connector unit and collector pipe as shown on the plans.

The 200 mm collector system (horizontal drain) shall conform to the provisions for corrugated steel pipe in Section 66, "Corrugated Metal Pipe," of the Standard Specifications.

The contract price paid per meter for 200 mm collector system (horizontal drain) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing 200 mm collector system (horizontal drain) in place, including connection to horizontal drains as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.51 OVERSIDE DRAIN

Bituminous coated entrance tapers, slip joints, metal pipe downdrain anchor assemblies, bituminous coated steel pipe downdrains and corrugated steel pipe downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Steel entrance tapers and pipe downdrains shall be fabricated from zinc-coated steel sheet.

10-1.52 CABLE ANCHORAGE SYSTEM

Cable anchorage systems for pipe downdrains shall be installed as shown on the plans and in conformance with the provisions in Section 69-1.02C, "Anchor Assemblies," of the Standard Specifications and these special provisions.

25-mm steel rod shall be used in lieu of cable when the cable is in contact with soil.

Cables, welded steel eyes, steel rods, turnbuckles, thimbles, cable clamps, and anchor plates shall conform to the provisions for similar materials in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Steel pipes shall conform to the provisions for similar materials in Section 56-1.02E, "Pipe Posts," of the Standard Specifications.

Concrete anchors shall be constructed of Class 4 concrete conforming to the provisions in Section 90-1.01, "Description," of the Standard Specifications.

Cable anchorage systems will be measured by the meter along both sides of the pipe down drain.

The contract price paid per meter for cable anchorage system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing cable anchorage systems, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.53 MISCELLANEOUS FACILITIES

Steel flared end sections shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.54 WELDED STEEL PIPE

Welded steel pipe shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

Coating and wrapping will not be required.

10-1.55 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be nonwoven type fabric, Type B.

10-1.56 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.57 TYPE WM FENCE AND FLAP GATE

Type WM, metal post and Type WM, special fence shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Fence (Type WM, special) shall be constructed from 4 strands of barbed wire over wire mesh fencing, all attached to 2.4 meter redwood posts, as shown on the plans.

Fence (Type WM, special) will be measured and paid for by the meter in the manner specified for Type WM fence in Section 80-3, "Types BW and WM Fence", of the Standard Specifications.

The fence material shall be fastened to wood or metal posts as shown on the plans. Metal posts shall be painted a green color.

Flap gates for fencing across drainage depressions shall be constructed as shown on the plans and as directed by the Engineer.

Full compensation for flap gates shall be considered as included in the contract price paid per meter for the type of fence the flap gate is incorporated into and no separate payment will be made therefor.

10-1.58 METAL GATE

Metal gate shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Metal gate shall be "Powder River" style steel tubing painted a green color, and shall be installed as shown on the plans.

The contract unit price paid for metal gate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in metal gate, complete in place, including gate post, latch post, latch and all hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.59 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.60 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

Terminal sections (Type C) shall be fastened to steel posts as shown on the plans.

Full compensation for steel posts shall be considered as included in the contract price paid per meter for metal beam guard railing and no separate payment will be made therefor.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal (8 post system) as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

The 5 mm x 44 mm x 75 mm plate washer shown on the elevation view and in Section D-D at Wood Post No. 1 shall be omitted.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal (8 post system) from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal (8 post system), FOB Centerville, Utah is \$865, not including sales tax.

The above price will be firm for orders placed on or before July 31, 2001, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached, shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

10-1.61 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Type 25A concrete barriers will be measured and paid for as concrete barrier (Type 25).

10-1.62 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 2.03 mm.

At the option of the Contractor, permanent striping tape as specified in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

10-1.63 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

10-1.64 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

SECTION 10-2. (BLANK)

SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Installation of new and removal of existing traffic monitoring station shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 30 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

10-3.03 EQUIPMENT LIST AND DRAWINGS

The Model 334 controller cabinet (modified) schematic wiring diagram shall be firmly attached to the cabinet door in a waterproof transparent envelope.

A maintenance manual shall be furnished for all controller units, auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, prior to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- A. Specifications
- B. Design characteristics
- C. General operation theory
- D. Function of all controls

- E. Trouble shooting procedure (diagnostic routine)
- F. Block circuit diagram
- G. Geographical layout of components
- H. Schematic diagrams
- I. List of replaceable component parts with stock numbers

10-3.04 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 unless otherwise specified. Detector termination conduits shall be Type 3 .

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

When Type 3 conduit is placed in a trench (not in pavement or under portland cement concrete sidewalk), after the bedding material is placed and the conduit is installed, the trench shall be backfilled with commercial quality concrete, containing not less than 250 kg of portland cement per cubic meter, to not less than 100 mm above the conduit before additional backfill material is placed.

Pull boxes shall be located behind the curb or at the locations shown on the plans.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

10-3.05 PULL BOXES

All pull boxes shall be PCC type pull boxes.

Detector handholes shall be Type B.

10-3.06 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

TELEPHONE CABLE.--The telephone cable shall consist of six twisted pairs of No. 22 AWG solid copper conductors. Each conductor shall be insulated with color coded polyethylene material. Cable shall comply with REA Spec PE-39, Telephone Cable, Filled, Single Jacket and shall have a nominal outside diameter of 11 mm and shall weigh approximately 134 g/m. Conductor color coding shall conform to the following:

White/Blue, White/Orange, White/Green, White/Brown, White/Gray and Red/Blue.

Approximately 1.3 m of cable shall be neatly coiled in the telephone demarcation enclosure. The cable shall run from the control cabinet to the telephone demarcation enclosure without splices.

The telephone cable will be installed by the telephone company between the telephone demarcation enclosure and the telephone service point.

10-3.07 SERVICE

Continuous welding of exterior seams in service equipment enclosures is not required.

Type III service equipment enclosures shall be the anodized aluminum type.

Circuit breakers shall be the cable-in/cable-out type, mounted on non-energized clips. All circuit breakers shall be mounted vertically with the up position of the handle being the "ON" position.

Each service shall be provided with one main circuit breaker which shall disconnect ungrounded service entrance conductors. Where the "Main" circuit breaker shall have a minimum interrupting capacity of 10 000 A, rms.

10-3.08 CONTROLLER CABINET

The Model 334 controller cabinet (modified) shall conform to the provisions in Section 86-3.03, "Model 170 and Model 2070 Controller Assemblies," of the Standard Specifications and these special provisions.

Cabinets shall be Type 1 and shall consist of a Type 1 housing (A or B), a mounting cage 1, and the needed equipment as shown on the plans. The equipment shall conform to the provisions of Chapter 6 of the Traffic Signal Control Equipment Specifications (TSCES) for Model 332 or 334 cabinets.

Police panels will not be required.

Prior to shipping to the project site, the Model 334 controller cabinet (modified) shall be submitted to the Transportation Laboratory for acceptance testing. The costs of transportation to and from the Laboratory shall be at the Contractor's expense.

Type 2 cabinets shall be the pedestal mount type as shown in the Traffic Signal Control Equipment Specifications (TSCES).

Foundations for Type 1 housing shall conform to the details in the plans for Model 332 and 334 cabinets. Foundations for Type 2 cabinets shall conform to the details in the plans for Type M or Type 336 cabinets.

The Engineer shall be notified when the Model 334 controller cabinet (modified) is ready for the testing after installation. The testing will be conducted by State forces.

Six steel supporting angles extending from the front to the back rails shall be supplied to support the shelves. The shelf shall be attached to the top of 2 supporting angles with 4 screws. The front of the shelf shall abut the front member of the mounting cage. The shelves shall be arranged as shown on the plans. The angles shall be designed to support a minimum of 23 kilograms each. The horizontal side of each angle shall be a minimum of 76 mm. The angles shall be vertically adjustable.

10-3.09 DETECTORS

Traffic count equipment and modem will be State-furnished in conformance with the provisions in "Materials" of these special provisions and will be installed by State forces.

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type B .

Slots shall be filled with hot-melt rubberized asphalt sealant.

The depth of loop sealant above the top of the uppermost loop wire in the sawed slots shall be 50 mm, minimum.

PIEZOELECTRIC AXLE SENSOR

Piezoelectric axle sensors when called for on the plans, shall contain piezo-electric material embedded in-epoxy loaded sand, in an aluminum frame and screened transmission cable.

There shall be pins, extrusions or other devices extending from both sides of the aluminum frame which will ensure positive anchoring of the frame in the epoxy filled pavement slot.

The embedded axle sensors shall be electrically screened so as not to generate electrical noise. Sensors shall be self powered, provide steady output signal over the complete active zone, and shall be capable of operation throughout a temperature of -40°C to +80°C.

Screened transmission cable shall have multi-wire core and a braid made of tinned copper with polyethylene insulation material, and shall be a 50 coaxial cable, of 5 mm diameter with 85°C rated polyvinyl chloride sheath.

10-3.10 TRAFFIC MONITORING STATION (COUNT)

Traffic monitoring station (count) shall conform to the details shown on the plans and these special provisions.

Inductive loop detectors and piezoelectric axle sensors for traffic monitoring station and the installation thereof shall conform to the provisions in "Detectors" of these special provisions.

Terminal strips, convenience outlet, lighting fixture, circuit protection device and switches shall be provided as detailed on the "Traffic Count Monitoring Details" sheet of the plans.

The exact location of the cabinet will be determined by the Engineer.

Sensor units shall be labeled, as shown on the plans, in conformance with the provisions in Section 86-3.05A, "Labels," of the Standard Specifications.

10-3.11 REMOVE EXISTING TRAFFIC MONITORING STATION (COUNT)

Removal of existing traffic monitoring station (count) shall conform to the details shown on the plans.

10-3.12 PAYMENT

The contract lump sum price paid for traffic monitoring station (count) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic monitoring station (count), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for remove existing traffic monitoring station (count) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in remove traffic monitoring station (count), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2). Marketing and sales _____

(3). Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 7.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the

project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.